

1 BILL NO. S-86- 07-01 (as amended) (606 amended)

2 SPECIAL ORDINANCE NO. S-124-86

3
4 AN ORDINANCE fixing the salaries of
5 each and every appointed officer, employee,
6 deputy assistant, departmental and
7 institutional head of the Civil City
8 and City Utilities of the City of
9 Fort Wayne, Indiana for the year 1987.

10 WHEREAS, the Mayor and the Common Council of the
11 City of Fort Wayne, Indiana, have according to the
12 powers outlined in IC 36-4-7-3 and IC 36-8-3-3(d)
13 assigned to each employee of the Civil City of Fort
14 Wayne and of City Utilities of Fort Wayne a Labor Grade
15 under the City Classification System established by
16 Ordinance No. S-34-73 and subsequently modified and
17 improved, which grades should accurately reflect the
18 duties and responsibilities of said employees, and

19 WHEREAS, the Mayor of the City of Fort Wayne has
20 recommended a maximum salary level for each labor grade
21 in a systematic way, reflecting sound compensation
22 planning and the effects of competitive pressures, and

23 WHEREAS, the Common Council must assure that
24 salaries reflect the duties and responsibilities
25 assigned to each employee, and to be certain that such
26 salaries are fair and equitable, and

27 WHEREAS, the funds for such salaries are to be
28 provided for the 1987 City Budget and from City
29 Utilities operating funds and other sources as may be
30 specified by the Common Council.

31 NOW THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL
32 OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That all employees of the Civil City of
Fort Wayne and of City Utilities, shall be classified by
the departments, titles and labor grades herein
designated, and that no changes be made in any labor
grade without the specific approval of the Common
Council, except for those brought about by collective
bargaining with authorized representatives of City or
Utilities employees in accordance with the existing
collective bargaining agreements.

SECTION 2. That the following scale of Maximum
Salaries is hereby fixed and authorized as a ceiling for
approved labor grades. This maximum will not be
exceeded, except for approved shift differentials,
overtime pay or technical skill pay specifically
enumerated in this Ordinance, required by the Federal
Wage and Hours Act (29 U.S.C. Sections 201-19) or in
collective bargaining agreements approved by Common
Council. It is understood that such discretionary

1 payments are hereby approved and made a part of this
2 Ordinance and are established and fixed by this Council.

3 SEE EXHIBIT "A" ATTACHED HERETO AND MADE A
4 PART HEREOF IN ITS ENTIRETY

5 This scale, as reflected on Exhibit "A", is an attempt
6 to maintain an orderly, consistent and competitive pay
7 policy and is based upon the application of results of
8 salary surveys conducted in 1981, 1983 and 1986, as well
9 as recommendations of a Common Council's 1984 Salary
10 Study Committee. Actual adjustments in salaries within
11 amounts fixed herein by Council will result from 1.)
12 any general increase to be specified subsequent to
13 adoption of this Ordinance, and/or 2.) any adjustment
14 to the base pay for an individual's labor grade, and/or
15 3.) progression to a level specified in an approved
16 collective bargaining agreement between the City of Fort
17 Wayne and a recognized employee representative
18 organization.

19 SECTION 3. The following is a true and complete
20 listing of all City and Utilities salaried
21 non-bargaining unit positions by Department, Position
22 Title and Labor Grade. It does not include those
23 positions which are specified as part of a bargaining
24 unit having a written economic agreement with the City
25 or Utilities. Such positions and titles being included
26 in this Ordinance by reference to those economic
27 agreements negotiated by the City Labor Relations
28 Director and approved by Common Council.

29 LABOR GRADE

TITLE

30 MAYOR'S OFFICE

19	Staff Director
17	Administrative Assistant
15	Executive Assistant
8	Executive Secretary VIII
7	Receptionist

31 FINANCE AND ADMINISTRATION

19	Director of Finance and
Administration	
18	Deputy Controller
16	Telecommunications Manager
15	Accounting Systems Manager
14	Administrator - Federal Funds
12	Administrative Assistant
9	Executive Secretary IX
UC \$28,522	
(not to exceed)	Council Attorney

32 ECONOMIC DEVELOPMENT

19	Director
18	Assistant Director
15	Sr. Finance Specialist

1	15	Sr. Business Development Specialist
	13	Finance Specialist
2	13	Business Development Specialist
	13	Redevelopment Specialist
3	11	Asst. Business Development Specialist
	10	Bookkeeper/Accountant
4	8	Executive Secretary VIII
	6	Secretary VI
5	4	Secretary IV
	3	Secretary/Receptionist
6	METRO HUMAN RELATIONS COMMISSION	
7	17	Executive Director
8	15	Deputy Director
	15	Staff Attorney
9	12	Chief Investigator
	7	Executive Secretary VII
10	CITY CLERK'S OFFICE	
11	12	Chief Deputy
12	10	Supervisor
	5	Violations Citizen's Advocate
13	5	Executive Secretary/Bookkeeper
14	PUBLIC WORKS	
15	19	Director
	16	Street and Fleet Dept. Director
16	12	Clerk to Board
	12	Administrative Assistant
17	9	Executive Secretary IX
18	PUBLIC AFFAIRS	
19	16	Citizens Advocate
	12	Minority Affairs Officer
20	9	Administrative Assistant
	8	Assistant - Citizens Advocate
21	7	Executive Secretary VII
22	COMMUNITY DEVELOPMENT AND PLANNING	
23	19	Director
	18	Deputy Director
24	16	Senior Planner
	9	Office Manager
25	CONTRACT COMPLIANCE	
26	17	Compliance Administrator
27	10	Compliance Officer
	7	Executive Secretary VII
28	SAFE HOUSING AND BUILDING STANDARDS	
29	17	SHAB Administrator
30	14	Enforcement Manager
31		
32		

1	12	Case Systems Manager
	9	Enforcement Officer
	9	Legal Assistant
2	6	Enforcement Records Specialist
	6	Code Enforcement Service Specialist
3	STREET ENGINEERING	
4	16	Street Engineer
5		
6	PUBLIC SAFETY	
7	19	Director
	12	Administrative Assistant
8	12	Admn. Asst./Budget Analyst
	8 8	Executive Secretary IX
9	POLICE CIVILIANS	
10	13	Chemist
	13	Public Safety Records Supervisor
11	13	Director, Victim's Assistance
	13	Neighborhood Specialist
12	11	Sr. Victim's Advocate
	9	Records Bureau Technician
13	9	Child Safety Educator
	8	Crime Analyst
14	6	Executive Secretary VI
	3	Property Management Clerk
15		
16	POLICE COMMAND	
	17	Chief of Police
17	16	Assistant Chief
	15	Deputy Chief
18	13	Captain
19	FIRE COMMAND	
20	17	Fire Chief
	16	Deputy Chief
21	15	Assistant Chief
	13	District Chief
22	11	Public Information Officer
	7	Executive Secretary VII
23		
24	CIVIL DEFENSE	
	13	Civil Defense Director
25		
26	WEIGHTS AND MEASURES	
	11	Inspector
27		
28	COMMUNICATIONS	
	17	Chief of Communications
29	15	Supervisor of Operations
	13	Supervisor of Dispatchers
30		
31		
32		

1	13	Supervisor of Technicians
	12	Electronics Technician
2	12	Asst. Supervisor of Dispatchers
	9	Administrative Assistant
3	TRAFFIC ENGINEERING	
4	16	Traffic Engineer
	15	Assistant Traffic Engineer
5	14	Signal Superintendent
	13	Sign and Marking Supervisor
6	13	Signal Foreman
7	LAW DEPARTMENT	
8	UC \$29,141 (not to exceed)	City Attorney
9	UC \$16,741 (not to exceed)	Associate City Attorney
10		
11	18	Staff Attorney
12	9	Legal Research Secretary
13	HUMANE SHELTER	
14	14	Shelter Manager
15	12	Asst. Shelter Manager
16	11	Animal Control Supervisor
17	11	Animal Care Supervisor
18	PARKS AND RECREATION	
19	18	Dir. of Parks and Recreation
	17	Superintendent Parks
20	17	Superintendent Recreation
	17	Superintendent Zoo & Veldt
21	17	Budget & Finance Manager
	14	Horticulture - Conservatory Manager
22	14	Areas Maintenance Manager
	13	Arborculture Manager
23	13	Engineer-Planner Manager
	13	Sr. Citizens Center Manager
24	13	Buildings & Equipment Manager
	13	Sports Facilities Manager
25	12	Arborculture Supervisor
	12	Areas Maintenance Supervisor
26	12	Landscape Architect
	12	Neighborhood Services Manager
27	12	Marketing Manager
	12	Theatre Manager
28	12	Support Services Manager
	12	Office Manager
29	11	Supervisor - Floriculturalist
	11	Sports Program Manager
30	11	Special Activities Manager
31		
32		

	11	Golf Turf Manager
1	10	Recreation Center Supervisor
	9	Program Coordinator
2	9	Zoo Curator/Ed. Specialist
	9	Support Services Supervisor
3	5	Payroll Clerk
4		
5		
6		
7	UC \$10,844 (not to exceed)	Golf Pro/Manager
8		PARKING ADMINISTRATION
9	13	Parking Administrator
10		STREET DEPARTMENT
11	15	Street Commissioner
	13	Assistant Street Commissioner
12	12	Administrative Assistant
	10	General Foreman
13		COMMUNITY SERVICES
14	19	Director
15	12	Administrative Assistant
	11	Veterans Services Officer
16	8	Executive Secretary VIII
17		CITY UTILITIES
18	18	Director of Personnel
	18	Director of Water Resources
19	18	City Engineer
	18	Director of City Utilities Operations
20	18	Director of Transportation
21	17	Director of Labor Relations
	17	Superintendent of Filtration Plant
22	17	Superintendent of WPC Treatment Plant
23	16	Superintendent of Maintenance
	16	Chief of Water Engineer
24	16	Program Manager/Director Infrastructure Management System
25	16	Chief WPC Engineer
26	16	Tech. Services Administrator
	16	Purchasing Director
27	16	Mgr. - Data Processing
	16	Chief Lighting/Permit Engineer
28	15	Assoc. Director of Personnel
	15	Professional Engineer
29	15	Supervisor of Customer Services
	15	Asst. Superintendent Water Filtration Plant
30		
31		
32		

1	15	Supervisor of Industrial Waste & Sludge Operations
2	15	Assistant Chief Engineer
3	15	Project Manager - DP
4	15	Manager of Operations - WPC Plant
5	14	Superintendent of St. Lighting Warehouse
6	14	Systems Programmer
7	14	Supervisor of Water Maint. Construction
8	14	Supervisor of Water Maint. Service
9	14	Assistant Superintendent - WPC Maintenance
10	14	Systems Analyst
11	14	Programmer Analyst
12	14	Public Information Officer
13	14	Maintenance Foreman - Filtration Plant
14	14	EEO/AA Administrator
15	14	Engineering Supervisor
16	14	Supervisor of Maintenance - WPC Plant
17	14	Ass. Dir. of Labor Relations
18	13	Project Leader
19	13	Program Manager - WPC Plant
20	13	Supervisor of Gen. Accounting
21	13	Technical Supervisor
22	13	Supervisor of Payroll Services
23	13	Supervisor of Safety and Claims
24	13	Administrative Asst. - Customer Services
25	13	Admn. Asst. Operations
26	13	Administrative Services Center Staff Supervisor
27	12	General Foreman Water Maintenance and Service
28	12	General Foreman WPC Maintenance
29	12	Employment Specialist
30	12	Garage Supervisor
31	11	Assistant Supervisor - WPC Plant Maintenance
32	11	Safety Investigator
33	10	Administrative Assistant *x
34	10	Payroll Administrator
35	10	Office Manager - Personnel
36	10	Trainer/Coordinator
37	9	Administrative Assistant IX
38	9	Asst. Payroll Administrator
39	9	Secretary - Claims Investigator
40	7	Executive Secretary VII
41	7	Executive Clerical Secretary ASC
42	6	Purchasing Administrative Assistant
43	6	Executive Secretary VI
44	5	Executive Clerical Assistant ASC
45	5	Executive Secretary V
46	4	Executive Secretary IV

SECTION 4. The base pay and other compensation for patrolmen in the Fort Wayne Police Department is hereby

1 established as provided in the attached Exhibit "B",
2 made a part hereof, as reached through the collective
3 bargaining process; police officers of the rank of
4 Sergeant through Lieutenant inclusive are as established
5 in attached Exhibit "C"; firefighters of the rank of
6 Firefighter through Captain are established in attached
7 Exhibit "D". Furthermore, the following additions and
8 modifications, developed through the Collective
9 Bargaining Process, are hereby approved and thus modify
10 the Basic Salary Ordinance:

- 11 a. Police and Fire employees, as indicated
12 herein, participate in Collective Bargaining
13 on an annual basis with the City for economic
14 conditions. Pursuant to State Statute such
15 economic conditions must be approved by the
16 Common Council. Such economic conditions
17 include, but are not limited to, base pay and
18 monetary fringe benefits. These matters will
19 be negotiated by and between the City and the
20 appropriate bargaining unit for the year
21 1987. Upon conclusion of such negotiations
22 the appropriate Ordinances shall be submitted
23 to the Common Council for approval.
- 24 b. Patrolmen in the Police Department, hired
25 after January 1981, shall receive an annual
26 base pay as follows:
- 27 (1) For the first year (365 days), the
28 patrolmen's base pay shall be eighty
29 percent (80%) of the base pay of the
30 first class patrolman;
- 31 (2) For the second year (365 days), the
32 patrolmen's base pay shall be ninety
percent (90%) of the base pay of a first
class patrolman;
- (3) For the third year (365 days) the
patrolmen's base pay shall be ninety-five
percent (95%) of the base pay of a first
class patrolman.
- c. Only the base pay payable to Police and Fire
officers should be considered for Pension
purposes. No other forms of compensation
shall be construed, in any manner, as
additions to the base salary of any Police
and/or Fire officer within the meaning of any
applicable Indiana Statute for Pension
purposes or otherwise.
- d. Employees covered by recognized bargaining
unit representatives (Unions) will receive a
salary established by the Collective
Bargaining process as long as this pay does
not exceed the table of maximum salaries
authorized in Section 2, above.

1 SECTION 5. From and after the first day of January
2 1987, all appointed officers, employees, deputies,
3 assistants, departmental and institutional heads of the
4 Civil City and City Utilities will be paid according to
this, the above and following provisions of this
ordinance, subject to budgetary limitations, collective
bargaining agreements, future changes or amendments
enacted by Common Council.

5 SECTION 6. As an amendment to Special Ordinance
6 S-85-06-25 the following positions are created
immediately:

7 MAYOR'S STAFF

8 18 Staff Attorney

9 COMMUNITY DEVELOPMENT & PLANNING

10 14 Enforcement Manager

11 BOARD OF PUBLIC WORKS

12 14 Signal Superintendent
13 13 Signal Foreman

14 PUBLIC SAFETY

15 13 Director, Victim's Assistance
16 13 District Chief/Fire
17 13 Supervisor of Technicians
18 11 Sr. Victim's Advocate

19 CITY UTILITIES

20 16 Program Manager/Director
21 Infrastructure
22 Management System
23 14 Systems Programmer
24 13 Technical Supervisor
25 13 Programs Manager/WPC Plant
26 12 General Foreman/W. M. & S.
27 12 General Foreman/WPC Maintenance
28 10 Trainer/Coordinator

29 SECTION 7. That all Departments subject to this
30 Ordinance will conform to the Official City Personnel
31 Policies and Procedures relating to hiring, pay, and
32 other related practices, approved by the Mayor and
administered by the City's Personnel Department.

SECTION 8. If any section, clause, sentence,
paragraph or part or provisions of this Ordinance be
found invalid or void by a Court of competent
jurisdiction, it shall be conclusively presumed that
this Ordinance would have passed by the Common Council
without such invalid section, clauses, paragraph, part
or provisions, and the remaining parts of the Ordinance
will remain in effect.

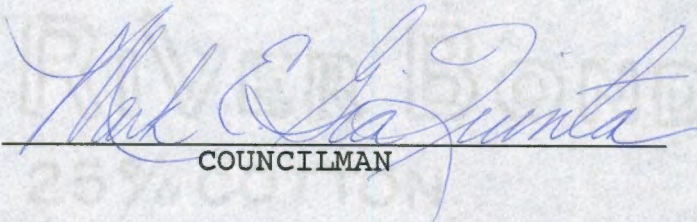
1 SECTION 9. The Municipal Code of the City of Fort
2 Wayne references, in codification form, salary
3 ordinances previously adopted by the Common Counsel for
4 past years. Such salary ordinances have a duration of
5 one year and thus, with the exception of the 1986 salary
6 ordinance, have expired. However, to avoid confusion,
7 it is hereby stated that commencing January 1, 1987, any
8 conflict between the terms and conditions hereof and any
9 previous ordinance shall be resolved in favor of this
10 ordinance.

11 SECTION 10. Two copies of all attachments and
12 Exhibits referred to in this Ordinance shall be kept on
13 file with the City Clerk of Fort Wayne for the purpose
14 of public inspection.

15 SECTION 11. This Ordinance shall be in full force
16 and effect from and after its passage and approval by
17 the Mayor.

18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

FOY
2574000000


COUNCILMAN

APPROVED AS TO FORM AND LEGALITY
THIS ____ DAY OF _____, 1986.

Bruce O. Boxberger, City Attorney

EXHIBIT "A"

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

LABOR GRADE	MAXIMUM SALARY
1	\$ 11,810.00
2	\$ 13,286.00
3	\$ 14,763.00
4	\$ 16,240.00
5	\$ 17,715.00
6	\$ 19,191.00
7	\$ 20,667.00
8	\$ 22,144.00
9	\$ 23,620.00
10	\$ 25,096.00
11	\$ 26,573.00
12	\$ 28,049.00
13	\$ 29,526.00
14	\$ 31,000.00
15	\$ 32,477.00
16	\$ 35,818.00
17	\$ 39,858.00
18	\$ 44,226.00
19	\$ 49,140.00

Read the first time in full and on motion by GiaQuinta, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ .M., E.

DATE: 7-8-86

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by GiaQuinta, seconded by Stier, and duly adopted, placed on its passage. **PASSED** (~~SENT~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>8</u>	<u>1</u>	_____	_____	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	_____	<u>✓</u>	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GiaQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HENRY</u>	<u>✓</u>	_____	_____	_____	_____
<u>REDD</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 7-22-86

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (~~APPROPRIATION~~) (~~GENERAL~~) (~~SPECIAL~~) (~~ZONING MAP~~) ORDINANCE (RESOLUTION) NO. S-12486 on the 22nd day of July, 1986,

ATTEST:

(SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 23rd day of July, 1986, at the hour of 11:00 o'clock A.M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 23rd day of July, 1986, at the hour of 3:00 o'clock P.M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR., MAYOR



The City of Fort Wayne

MEMORANDUM

JULY 14, 1986

TO: COSY SIMON
JIM HALEY
BETTY COLLINS
SANDY KENNEDY

FROM: BRUCE BOXBERGER

RE: SALARY ORDINANCE

=====

As you all know the City Code contains references to old salary ordinances that are no longer effective. We need to correct this but yet at the same time there may be things contained in the Code that are still applicable.

Accordingly I have devised some language that will, hopefully, take care of this problem. Please find attached a new last page of the 1987 Salary Ordinance - specifically I refer your attention to the new paragraph - Section 9. We should use this type of language then each and every year. The point to be made is that the current salary ordinance controls for the present year and prior references are no longer valid.

One last thought is that the Salary Ordinance should not be codified in the Code. The Salary Ordinance is actually of no use to anyone save administrative personnel. Therefore, there is no reason to place it in the City Code. I would so indicate this to Mrs. Kennedy and if everyone agrees she can give the appropriate instructions to the printing service who updates our Code.

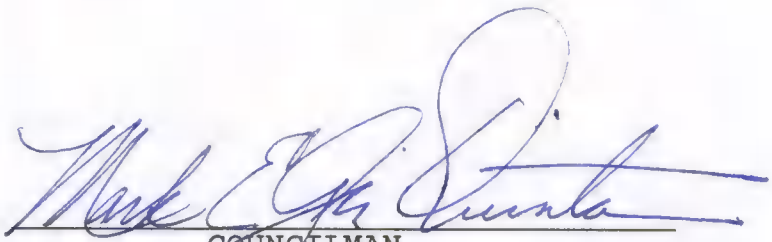
BOB:l

A handwritten signature in cursive script, likely belonging to Bruce Boxberger, the author of the memorandum.

1 SECTION 9. Two copies of all attachments and
2 Exhibits referred to in this Ordinance shall be kept on
3 file with the City Clerk of Fort Wayne for the purpose
4 of public inspection.

5 SECTION 10. This Ordinance shall be in full force
6 and effect from and after its passage and approval by
7 the Mayor.

8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32


COUNCILMAN

APPROVED AS TO FORM AND LEGALITY
THIS 7th DAY OF July, 1986.


Bruce O. Boxberger, City Attorney

07/02/86

CIVIL CITY AND CITY UTILITIES EMPLOYEES
NON UNION EMPLOYEES BY DEPARTMENT

PAGE 1

DEPT	PAY GRADE	NAME	TITLE	SALARY
0101	016	RALPH	C	28,699.56
0101	015	DAVID	FORTRIEDE	31,226.04
		ALLAN	HIATT	
DEPT TOTAL			CHIEF LIGHTING/PERMIT ENGINEER PROJECT MANAGER - D.P.	59,925.60

2

DEPT	PAY GRADE	NAME	TITLE	SALARY
0103	014	KENNETH VINCENT	SUPT. OF STREET LIGHTING WAREHOUSE	27,749.52
DEPT TOTAL				27,749.52

07/02/86

CIVIL CITY AND CITY UTILITIES EMPLOYEES
NON UNION EMPLOYEES BY DEPARTMENT

DEPT PAY GRADE

NAME

TITLE

SALARY

0104

006

MAUREENA

SUE

BEARD

EXECUTIVE SECRETARY

14,448.56

DEPT TOTAL

14,448.56

1

07/02/86

CIVIL CITY AND CITY UTILITIES EMPLOYEES
NON UNION EMPLOYEES BY DEPARTMENT

PAGE 4

DEPT	PAY GRADE	NAME	TITLE	SALARY
0200	016	TERRY LEE	CHIEF WATER ENGINEER	32,499.72
0200	015	KENNETH JON	PROFESSIONAL ENGINEER	27,323.56
DEPT TOTAL				59,823.28

2

07/02/86

CIVIL CITY AND CITY UTILITIES EMPLOYEES
NON UNION EMPLOYEES BY DEPARTMENT

PAGE 5

DEPT	PAY GRADE	NAME	TITLE	SALARY
0210	018	LAWRENCE EDWARD	DIRECTOR OF WATER RESOURCES	40,150.15
0210	017	DENVER CHARLES	SUPERINTENDENT OF FILTRATION PLANT	33,533.28
0210	014	JOSEPH LAZOFF	MAINTENANCE FOREMAN-FILTRATION PLANT	27,394.56
DEPT TOTAL				101,077.99

3

07/02/86

CIVIL CITY AND CITY UTILITIES EMPLOYEES
NON UNION EMPLOYEES BY DEPARTMENT

DEPT	PAY GRADE	NAME	TITLE	SALARY
0220	014	WILLIAM	SUPERVISOR OF WATER MAINT/CONSTRUCTION	28,388.44
0220	014	FREDERICK SIMMONS JR		
		MEDFORD A WYNN	SUPERVISOR OF SERVICE - WATER MAINTENANC	28,388.44
DEPT TOTAL				56,776.88

DEPT	PAY GRADE	NAME	TITLE	SALARY
0300	018	CLARENCE DUANE	CITY ENGINEER	34,727.61
0300	015	THOMAS J	ASSISTANT CHIEF ENGINEER	28,275.69
0300	015	WILLIAM M	PROFESSIONAL ENGINEER	25,544.59
DEPT TOTAL				88,547.89

07/02/86

CIVIL CITY AND CITY UTILITIES EMPLOYEES
NON UNION EMPLOYEES BY DEPARTMENT

DEPT	PAY GRADE	NAME	TITLE	SALARY
0310	015	STUART M	SUPERVISOR - INDUSTRIAL WASTE CONTRL	27,563.68
0310	012	CHRISTOPHERDEAN	ASSISTANT SUPERVISOR OF MAINTENANCE	21,376.94
0310	014	HOWARD RUY	SUPERVISOR OF MAINTENANCE - WPC PLANT	22,803.04
0310	015	BOBBIE E	MANAGER OF OPERATIONS	27,676.44
0310	017	NEIL HAMILTON	SUPERINTENDENT OF WPC TREATMENT PLANT	33,524.92
DEPT TOTAL				132,945.02

DEPT	PAY GRADE	NAME	TITLE	SALARY
0320	012	JAMES L	GENERAL FOREMAN	23,748.91
0320	016	JOHN C	SUPERINTENDENT OF MAINTENANCE	33,606.36
0320	012	PAUL EDWARD	GENERAL FOREMAN	23,748.91
DEPT TOTAL				81,104.18

07/02/86

CIVIL CITY AND CITY UTILITIES EMPLOYEES
NON UNION EMPLOYEES BY DEPARTMENT

PAGE 10

DEPT	PAY GRADE	NAME	TITLE	SALARY
0330	012	RICK	GARAGE SUPERVISOR	23,598.57
0330	012	PHILIP K	GARAGE SUPERVISOR	23,598.57
0330	012	JOHN	GARAGE SUPERVISOR	23,598.57
0330	006	DEBORAH	EXECUTIVE SECRETARY VI	15,743.52
0330	018	T	DIRECTOR OF TRANSPORTATION	37,210.24
0330	012	CLIFFORD E	GARAGE SUPERVISOR	20,456.13
0330	012	GEORGE M	GARAGE SUPERVISOR	20,619.00
0330	012	THOMAS MICHAEL	GARAGE SUPERVISOR	21,224.52
DEPT TOTAL				186,049.12

07/02/86

CIVIL CITY AND CITY UTILITIES EMPLOYEES
NON UNION EMPLOYEES BY DEPARTMENT

PAGE 11

DEPT	PAY GRADE	NAME	TITLE	SALARY
0340	018	CALL E	DIRECTOR OF TRANSPORTATION	37,210.24
0340	015	JESSE LYNN	PROFESSIONAL ENGINEER	30,409.63
DEPT TOTAL				67,619.87

2

07/02/86

CIVIL CITY AND CITY UTILITIES EMPLOYEES
NON UNION EMPLOYEES BY DEPARTMENT

DEPT	PAY GRADE	NAME	TITLE	SALARY
0350	016	DONALD	EDWARD	30,535.80
0350	014	CHARLES	LAMAR	26,747.28
0350			NASH	
DEPT TOTAL				57,683.08

07/02/86

CIVIL CITY AND CITY UTILITIES EMPLOYEES
MGM UNION EMPLOYEES BY DEPARTMENT

PAGE 13

DEPT	PAY GRADE	NAME	TITLE	SALARY
0360	013	JUDITH ANN	ADMINISTRATIVE ASSISTANT	21,293.42
0360	013	RHONDA P	* ADMINISTRATIVE ASSISTANT	21,293.42
0360	013	MARY ELLEN	ADMINISTRATIVE ASSISTANT	21,293.42
0360	013	ELIZABETH MARY	ADMINISTRATIVE ASSISTANT	21,293.42
0360	015	CONNIE L	SUPERVISOR OF CUSTOMER SERVICES	30,004.56
DEPT TOTAL				115,178.24

5

07/02/86

CIVIL CITY AND CITY UTILITIES EMPLOYEES
NON UNION EMPLOYEES BY DEPARTMENT

PAGE 14

DEPT	PAY GRADE	NAME	TITLE	SALARY
0390	014	BRYAN SCOTT	PROGRAMMER / ANALYST	23,197.68
0390	014	JOHN W CUSHING	# SYSTEMS ANALYST	26,250.33
0390	014	JAMES ONEGG	PROGRAMMER / ANALYST	26,824.53
0390	014	GERALD W MCUNT	PROGRAMMER / ANALYST	23,197.68
0390	010	NANCY JEAN REED	ADMINISTRATIVE ASSISTANT	18,363.96
0390	013	WILLIAM FRANCIS SCHIRMAYER	ASST. ADM. OF OPERATIONS	25,041.38
DEPT TOTAL				142,875.56

07/02/86

CIVIL CITY AND CITY UTILITIES EMPLOYEES
NON UNION EMPLOYEES BY DEPARTMENT

PAGE 15

DEPT	PAY GRADE	NAME	TITLE	SALARY
0400	013	IHMAS	EDWARD	HOHMAN
SUPERVISOR OF GENERAL ACCOUNTING				
DEPT TOTAL				26,784.86

1

07/02/86

CIVIL CITY AND CITY UTILITIES EMPLOYEES
NON UNION EMPLOYEES BY DEPARTMENT

PAGE 16

DEPT	PAY GRADE	NAME	TITLE	SALARY
0410	013	DELORES	ADMINISTRATIVE SERVICE CENTER STAFF SUPV	23,032.72
DEPT TOTAL				23,032.72

1

07/02/86

CIVIL CITY AND CITY UTILITIES EMPLOYEES
NON UNION EMPLOYEES BY DEPARTMENT

PAGE 17

DEPT	PAY	GRADE	NAME	TITLE	SALARY
0411	005	MARILYN	BISHOP	CARTER	13,649.25
0411	005	JANA	M	LOCKHART	12,599.88
DEPT TOTAL					26,649.13

2

07/02/86

CIVIL CITY AND CITY UTILITIES EMPLOYEES
NON UNION EMPLOYEES BY DEPARTMENT

PAGE 18

DEPT	PAY GRADE	NAME	TITLE	SALARY
0420	009	DEBORAH ANN	ASS'T PAYROLL ADMINISTRATOR	16,221.67
0420	013	VEVA DEAN	SUPERVISOR OF PAYROLL SERVICES	26,784.86
0420	010	SHERRI SUE	PAYROLL ADMINISTRATOR	20,579.32
DEPT TOTAL				63,585.85

3

07/02/86

CIVIL CITY AND CITY UTILITIES EMPLOYEES
NON UNION EMPLOYEES BY DEPARTMENT

PAGE 19

DEPT	PAY GRADE	NAME	TITLE	SALARY
0430	018	DONNA KAE	ATHERION	37,210.24
0430	007	THELMA ALVETTA	MORRIS	17,021.37
DEPT TOTAL				54,231.61

2

07/02/86

CIVIL CITY AND CITY UTILITIES EMPLOYEES
NON UNION EMPLOYEES BY DEPARTMENT

PAGE 20

DEPT	PAY GRADE	NAME	TITLE	SALARY
0440	018	BETTY RAE	DIRECTOR OF PERSONNEL	37,210.24
0440	015	MATTHEM WAYNE	ASSOCIATE DIRECTOR PERSONNEL	27,563.68
0440	010	NANCY E	OFFICE MANAGER	18,056.69
0440	010	LINDA S	ADMINISTRATIVE ASSISTANT	22,500.28
0440	014	DAVID BYRON	SYSTEMS ANALYST	23,834.52
DEPT TOTAL				129,205.41

5

07/02/86

CIVIL CITY AND CITY UTILITIES EMPLOYEES
NON UNION EMPLOYEES BY DEPARTMENT

PAGE 21

DEPT	PAY GRADE	NAME	TITLE	SALARY
0441	011	JACK LEE	SAFETY INVESTIGATOR	19,157.40
0441	013	MICHAEL J	SUPERVISOR OF SAFETY & CLAIMS	26,152.20
0441	009	LATANYA RAYE	SECRETARY /CLAIMS INVESTIGATOR	17,031.81
DEPT TOTAL				62,341.41

3

07/02/86

CIVIL CITY AND CITY UTILITIES EMPLOYEES
NON UNION EMPLOYEES BY DEPARTMENT

DEPT	PAY GRADE	NAME	TITLE	SALARY
0442	014	MAE	FRANCES	26,083.29
0442	006	BARBARA	LOUISE	15,221.52
DEPT TOTAL				41,304.81

07/02/86

CIVIL CITY AND CITY UTILITIES EMPLOYEES
NON UNION EMPLOYEES BY DEPARTMENT

DEPT	PAY GRADE	NAME	TITLE	SALARY
0443	017	CLETUS R	EDMUNDS	37,208.16
0443	007	NANCY M	KLOHA	16,052.54
0443	005	CAROL	ELAINE	13,154.40
0443	014	PAMELA KAY	WIMBERLY	23,414.83
DEPT TOTAL				89,829.93

07/02/86

CIVIL CITY AND CITY UTILITIES EMPLOYEES
NON UNION EMPLOYEES BY DEPARTMENT

PAGE 24

DEPT	PAY	GRADE	NAME	TITLE	SALARY
0450	014	AMY	SUE	AHLERSMEYER	26,970.69
0450	007	KAREN	LYNN	FAUSNAUGH	17,324.13
DEPT TOTAL					44,294.82

2

07/02/86

CIVIL CITY AND CITY UTILITIES EMPLOYEES
NON UNION EMPLOYEES BY DEPARTMENT

DEPT	PAY GRADE	NAME	TITLE	SALARY
0453	006	YULANDA KAYE	CHAMBERS	17,497.44
0453	006	JANE LYNN	EMBER	16,787.52
0453	016	CAROL J	OFFERLE	30,134.01
0453	010	MARY ANN	WILLIS	20,545.92
DEPT TOTAL				84,964.89

07/02/86

CIVIL CITY AND CITY UTILITIES EMPLOYEES
NON UNION EMPLOYEES BY DEPARTMENT

PAGE 26

DEPT	PAY GRADE	NAME	TITLE	SALARY
0610	015	ANGELA	R	EXECUTIVE ASSISTANT
0610	007	EUALEEN	CHAPMAN	RECEPTIONIST
0610	017	ANNE	M	ADMINISTRATIVE ASSISTANT
0610	000	WINFIELD	C	MAYOR
0610	019	DAVID	M	STAFF DIRECTOR
0610	008	LUIGINA	SETTIMI	EXECUTIVE SECRETARY VIII
DEPT TOTAL				195,635.14

DEPT	PAY GRADE	NAME	TITLE	SALARY
0620	015	SUSAN L	ACCOUNTING SYSTEM MANAGER	27,749.52
0620	018	H JAMES	DEPUTY CONTROLLER	37,210.24
0620	019	COSETTE RENEE	DIR OF FINANCE ADMINISTRATION	47,251.44
0620	014	LARRY E	ADMINISTRATOR, FEDERAL FUNDS	27,751.60
0620	009	ELIZABETH ANN	EXECUTIVE SECRETARY IX	17,324.13
DEPT TOTAL		YDHE		157,286.93

07/02/86

CIVIL CITY AND CITY UTILITIES EMPLOYEES
NON UNION EMPLOYEES BY DEPARTMENT

PAGE 28

DEPT	PAY GRADE	NAME	TITLE	SALARY
0631	015	CHARLES	FREDERICK BAUGHMAN	27,323.56
0631	013	MARY ANN	* FINANCE SPECIALIST	22,364.56
0631	006	DOLORES	SECRETARY IV	14,699.52
0631	018	RONALD RAY	ASSISTANT DIRECTOR	37,210.24
0631	004	KIM MARIE	SECRETARY IV	13,022.85
0631	008	HELEN JUAN	* EXECUTIVE SECRETARY VIII	16,766.64
0631	013	MARIBETH BECKMAN	FINANCE SPECIALIST	22,364.56
0631	018	KATHY ANN	ASSISTANT DIRECTOR	37,210.24
0631	011	JAMES DOUGLAS	ASSISTANT BUSINESS DEVELOPMENT SPECIALIST	13,229.56
0631	013	JACK N	BUSINESS DEVELOPMENT SPECIALIST	22,364.56
0631	015	DIANE CAROLE	SR. FINANCE SPECIALIST	29,634.98
0631	010	JULIA ANN	BOOKKEEPER/ACCOUNTANT	21,525.19
DEPT TOTAL				277,716.46

07/02/86

CIVIL CITY AND UTILITIES EMPLOYEES
NON UNION EMPLOYEES BY DEPARTMENT

DEPT	PAY GRADE	NAME	TITLE	SALARY
0640	012	DUVAL	ROBERT	20,619.00
0640	015	LETICIA J	CAMPODUNICO	22,790.52
0640	017	DELGIS	MCKINLEY*ELDRIDGE	33,533.28
0640	015	TERRY LYNN	MILLER	22,688.20
0640	007	MARJORIE SNYDER	RUNKLE	14,528.30
DEPT TOTAL				114,155.30

07/02/86

CIVIL CITY AND CITY UTILITIES EMPLOYEES
NON UNION EMPLOYEES BY DEPARTMENT

PAGE 30

DEPT	PAY GRADE	NAME	TITLE	SALARY		
0650	000	JANET	GRUTE	BRADBURY	COUNCILMAN	9,260.28
0650	000	PAUL	MICHAEL	BURNS	COUNCILMAN	9,260.28
0650	000	BENJAMIN	ALLEN	EISBART	COUNCILMAN	9,260.28
0650	012	NADEJDA	ESHCOFF	CHIEF DEPUTY		15,265.68
0650	000	MARK	E	GIAQUINTA	COUNCILMAN	9,260.28
0650	000	THOMAS	C	HENRY	COUNCILMAN	9,260.28
0650	010	CAROLYN	SUE	JONES	SUPERVISOR	17,748.00
0650	000	SANDRA	ELAINE	KENNEDY	CITY CLERK	30,134.01
0650	000	STANLEY	A	LEVINE	COUNCIL ATTORNEY	27,423.79
0650	005	PATRICIA	A	MILLER	VIOLATIONS CITIZENS ADVOCATE	15,048.21
0650	005	ANGELA	KAY	PARNIN	EXECUTIVE SECRETARY/BOOKKEEPER	15,660.00
0650	000	CHARLES	BRUKS	REDD	COUNCILMAN	9,260.28
0650	000	DUNALD	J	SCHMIDT	COUNCILMAN	9,260.28
0650	005	LISA	ANNE	SNOFFER	VIOLATIONS CITIZENS ADVOCATE	15,048.21
0650	000	JAMES	S	STIER	COUNCILMAN	9,260.28
0650	000	SAMUEL	JOHN	TALARICO	COUNCILMAN	9,260.28
DEPT TOTAL						223,668.62

07/02/86

CIVIL CITY AND CITY UTILITIES EMPLOYEES
NON UNION EMPLOYEES BY DEPARTMENT

PAGE 31

DEPT	PAY GRADE	NAME	TITLE	SALARY
0660	019	LAWRENCE D	DIRECTOR	47,251.44
0660	006	DENISE K	EXECUTIVE SECRETARY VI	16,536.96
0660	012	ROBERT W	ADMIN. ASS'T/BUDGET ANALYST	22,145.32
0660	012	THOMAS R	ADMINISTRATIVE ASSISTANT	26,970.69
0660	012	CLIFTON EARL	* ADMINISTRATIVE ASSISTANT	26,970.69
0660	012	HELEN V	CLERK TO BOARD	23,598.57
0660	006	BERNADINE M	EXECUTIVE SECRETARY VI	16,536.96
0660	019	DAVID J	DIRECTOR	47,251.44
DEPT TOTAL				227,262.07

07/02/86

CIVIL CITY AND CITY UTILITIES EMPLOYEES
NON UNION EMPLOYEES BY DEPARTMENT

PAGE 32

DEPT	PAY GRADE	NAME	TITLE	SALARY
0675	009	BETTY E	* ADMINISTRATIVE ASSISTANT	19,984.24
0675	008	DIANA M	* ASSISTANT CITIZEN'S ADVOCATE	17,155.00
0675	016	MICHAEL C	CITIZENS ADVOCATE	30,000.38
0675	009	KEVIN MARK	ADMINISTRATIVE ASSISTANT	19,984.24
0675	008	MARY EVELYN	ASSISTANT CITIZEN'S ADVOCATE	15,459.22
0675	007	YVONNE DECARLO	EXECUTIVE SECRETARY VII	16,954.56
DEPT TOTAL				119,577.64

07/02/80

CIVIL CITY AND CITY UTILITIES EMPLOYEES
NON UNION EMPLOYEES BY DEPARTMENT

PAGE 33

DEPT	PAY GRADE	NAME	TITLE	SALARY
0680	010	JOSEPH CLYDE	COMPLIANCE OFFICER	19,053.00
0680	016	GARY FRANCIS	* SENIOR PLANNER	30,134.01
0680	017	CHARLES ALLEN	COMPLIANCE ADMINISTRATOR	28,743.40
0680	006	GLORIA JEAN	ENFORCEMENT SERVICE SPECIALIST	15,353.06
0680	009	WILLIAM CHARLAND	ENFORCEMENT OFFICER	18,892.22
0680	009	DONALD H	ENFORCEMENT OFFICER	18,852.22
0680	012	ROBERT WAYNE	ENFORCEMENT MGR	22,262.25
0680	012	KATHY MILLS	CASE SYSTEMS MANAGER	22,262.25
0680	016	MICHAEL EDWARD	* SENIOR PLANNER	30,134.01
0680	009	LAWRENCE E	ENFORCEMENT OFFICER	18,892.22
0680	006	PAMELA E	ENFORCEMENT RECORDS SPECIALIST	15,353.06
0680	009	NANCY C	* OFFICE MANAGER (ACTING)	19,871.45
0680	019	GREGORY A	DIRECTOR	47,249.35
0680	009	KEVIN CARL	ENFORCEMENT OFFICER	18,892.22
0680	010	SANDRA L	COMPLIANCE OFFICER	20,149.20
0680	018	VIRENDRA CHANDIR	DEPUTY DIRECTOR	37,210.24
0680	017	KATHRYN ANN	* SHED ADMINISTRATOR	33,533.28
0680	009	SUSAN MARIE	LEGAL ASSISTANT	17,850.31
0680	007	KIM STIER	* SECRETARY VII	16,397.06
0680	009	ALLAN ANTHONY	ENFORCEMENT OFFICER	18,892.22
DEPT TOTAL				470,017.07

07/02/86

CIVIL CITY AND CITY UTILITIES EMPLOYEES
NON UNION EMPLOYEES BY DEPARTMENT

PAGE 34

DEPT	PAY GRADE	NAME	TITLE	SALARY
0709	006	CYNTHIA MAE	* EXECUTIVE SECRETARY VI	17,123.68
0709	009	JOSE I CASTILLO	RECORDS BUREAU TECHNICIAN	17,155.00
0709	009	LARRY ROBERT CLARK	RECORDS BUREAU TECHNICIAN	18,798.26
0709	007	LYNNICE HAMILTON	VICTIM'S ADVOCATE ASS'T.	15,436.58
0709	009	BARBARA JEAN HILL	RECORDS BUREAU TECHNICIAN	18,798.26
0709	009	WILLIAM M HODGES	RECORDS BUREAU TECHNICIAN	18,798.26
0709	009	PAIRICE KENEE	RECORDS BUREAU TECHNICIAN	18,798.26
0709	009	GEORGE K LAZUFF	RECORDS BUREAU TECHNICIAN	17,155.00
0709	012	SUSAN M MESSMAN	NEIGHBORHOOD SPECIALIST	22,230.93
0709	009	THOMAS M PITZEN JR	RECORDS BUREAU TECHNICIAN	16,221.67
0709	009	THOMAS M RODY JR	RECORDS BUREAU TECHNICIAN	16,221.67
0709	009	PEGGY ANN SADLER	RECORDS BUREAU TECHNICIAN	17,155.00
0709	012	ROBERT C SCHIEFERSTEIN	RECORDS SUPERVISOR	22,573.36
0709	009	CUYITA C SHUVLIN	RECORDS BUREAU TECHNICIAN	17,155.00
0709	012	PATRICIA B SMALLWOOD	DIRECTOR, VICTIMS ASSISTANCE	21,120.12
0709	009	TAMMY R SILER	POLICE/CHILD SAFETY EDUCATOR	18,148.85
0709	009	KELLY LYNN ZACHRICH	RECORDS BUREAU TECHNICIAN	18,798.26
DEPT TOTAL				311,688.20

07/02/86

CIVIL CITY AND CITY UTILITIES EMPLOYEES
NON UNION EMPLOYEES BY DEPARTMENT

PAGE 35

DEPT	PAY GRADE	NAME	TITLE	SALARY
0710	013	PAUL	FREDERICK BECK	28,355.04
0710	013	MARTIN	A BENDER	28,355.04
0710	013	DANIEL	LEE BLAKELEY	28,355.04
0710	013	DAVID	ALLEN COLEMAN	28,355.04
0710	015	GERALD	S GREER	30,179.95
0710	013	PAI	A HARPER	28,355.04
0710	013	DWAYNE	A HARTUP	28,829.01
0710	015	RONALD	P HATHAWAY	29,708.06
0710	013	GEORGE	R LEITZ	28,355.04
0710	015	PAUL	E MINICK	29,200.68
0710	016	DAVID	J RACINE	32,670.93
0710	017	DAVID	C RIEMEN	37,423.22
0710	015	HENRY	SANDERS	29,200.68
0710	013	KENNETH	E VAN RYN	28,355.04
DEPT TOTAL				415,697.81

07/02/86

CIVIL CITY AND CITY UTILITIES EMPLOYEES
MCN UNION EMPLOYEES BY DEPARTMENT

PAGE 36

DEPT	PAY GRADE	NAME	TITLE	SALARY
0730	013	STEPHEN	DISTRICT CHIEF	25,502.83
0730	015	ROLAND	ASSISTANT CHIEF	28,893.74
0730	017	RONALD	FIRE CHIEF	37,423.22
0730	015	MARVIN	ASSISTANT CHIEF	28,893.74
0730	013	JOHN	DISTRICT CHIEF	25,502.83
0730	015	RONALD	ASSISTANT CHIEF	28,893.74
0730	013	STEVEN	DISTRICT CHIEF	25,502.83
0730	013	NORMAN	DISTRICT CHIEF	25,502.83
0730	013	RICHARD	DISTRICT CHIEF	25,502.83
0730	015	EVELYN	ASSISTANT CHIEF	28,893.74
0730	016	THOMAS	DEPUTY CHIEF	31,856.61
0730	015	NICHOLAS	ASSISTANT CHIEF	28,893.74
0730	013	ALAN	DISTRICT CHIEF	25,502.83
0730	011	THOMAS	PUBLIC INFORMATION OFFICER	24,999.62
0730	015	THOMAS	ASSISTANT CHIEF	28,893.74
DEPT TOTAL				420,658.87

15

CIVIL CITY AND CITY UTILITIES EMPLOYEES
NON UNION EMPLOYEES BY DEPARTMENT

DEPT PAY GRADE

NAME

TITLE

SALARY

0731

007

MELANIE

C

HICKMAN

EXECUTIVE SECRETARY VII

15,747.69

DEPT TOTAL

15,747.69

1

07/02/86

CIVIL CITY AND CITY UTILITIES EMPLOYEES
NON UNION EMPLOYEES BY DEPARTMENT

PAGE 38

DEPT PAY GRADE NAME
0750 011 REGINALD THOMAS PEARSON
DEPT TOTAL

INSPECTOR

TITLE

SALARY

19,161.57
19,161.57
19,161.57

1

07/02/86

CIVIL CITY AND CITY UTILITIES EMPLOYEES
NON UNION EMPLOYEES BY DEPARTMENT

PAGE 39

DEPT	PAY GRADE	NAME	TITLE	SALARY
0760	012	GUY MARTIN	ASSISTANT SUPERVISOR OF DISPATCHERS	24,072.55
0760	009	THOMAS C	ADMINISTRATIVE ASSISTANT	19,950.84
0760	013	MARK CHARLES	+ SUPERVISOR OF DISPATCHERS	24,675.98
0760	012	DONALD J	ASSISTANT SUPERVISOR OF DISPATCHERS	24,072.55
0760	013	ROGER WAYNE	SUPERVISOR OF TECHNICIANS	25,502.83
0760	012	DEBORAH SUE	ASSISTANT SUPERVISOR OF DISPATCHERS	24,072.55
0760	009	KATHERINE A	ADMINISTRATIVE ASSISTANT	17,031.81
0760	012	RICHARD ALLAN	* ASSISTANT SUPERVISOR OF DISPATCHERS	24,072.55
0760	017	STEVEN DALE	* CHIEF OF COMMUNICATIONS	32,000.68
0760	013	RANDY LEE	* SUPERVISOR OF DISPATCHERS	24,675.98
0760	015	STEVEN L	SUPERVISOR OF OPERATIONS	25,805.59
0760	013	GENE J	SUPERVISOR OF DISPATCHERS	24,675.98
0760	012	JAMES R.	ELECTRONICS TECHNICIAN	20,226.45
0760	012	GEORGE DAVID	* ELECTRONICS TECHNICIAN	23,454.50
0760	012	ANGELA FAY	ASSISTANT SUPERVISOR OF DISPATCHERS	24,072.55
0760	012	PATRICIA LEE	ASSISTANT SUPERVISOR OF DISPATCHERS	24,072.55
DEPT TOTAL				382,435.94

07/02/86

CIVIL CITY AND CITY UTILITIES EMPLOYEES
MUN UNION EMPLOYEES BY DEPARTMENT

DEPT	PAY GRADE	NAME	TITLE	SALARY
0761	016	STEPHEN MICHAEL DEARING	TELECOMMUNICATIONS MANAGER	30,973.39
DEPT TOTAL				30,973.39

DEPT	PAY GRADE	NAME	TITLE	SALARY
0770	013	LARRY D	SIGNAL FOREMAN	25,502.83
0770	015	STEVEN WAYNE	ASSISTANT TRAFFIC ENGINEER	25,143.69
0770	014	DOUGLAS PAUL	* SIGNAL SUPERINTENDENT	26,851.68
0770	013	JACK L	SIGN AND MARKING SUPERVISOR	24,584.11
0770	016	WALTER E	TRAFFIC ENGINEER	31,215.60
DEPT TOTAL				133,297.91

07/02/86

CIVIL CITY AND CITY UTILITIES EMPLOYEES
NON UNION EMPLOYEES BY DEPARTMENT

DEPT	PAY GRADE	NAME	TITLE	SALARY
0790	000	BRUCE	CITY ATTORNEY	28,018.87
0790	009	DIANE	LEGAL/RESEARCH SECRETARY	16,589.16
0790	000	GEORGE	ASSOCIATE CITY ATTORNEY	16,096.35
0790	000	DOUGLAS	ASSOCIATE CITY ATTORNEY	16,096.35
0790	000	RICHARD	ASSOCIATE CITY ATTORNEY	16,096.35
0790	000	BRUCE	ASSOCIATE CITY ATTORNEY	16,096.35
0790	000	THOMAS	ASSOCIATE CITY ATTORNEY	16,096.35
0790	000	KAREN	ASSOCIATE CITY ATTORNEY	16,096.35
DEPT TOTAL				141,186.37

07/02/86

CIVIL CITY AND CITY UTILITIES EMPLOYEES
NON UNION EMPLOYEES BY DEPARTMENT

PAGE 43

DEPT	PAY	GRADE	NAME	TITLE	SALARY
0810	011	NANCY	ELIZABETH BUTLER	ANIMAL CONTROL SUPERVISOR	21,924.00
0810	014	WILLIAM	EDWARD FISHER	MANAGER	26,970.65
0810	011	PAMELA	SUE KLINE	ANIMAL CARE SUPERVISOR	21,924.00
0810	012	BRENDA	KM SURACK	ASSISTANT SHELTER MANAGER	24,149.80
DEPT TOTAL					94,568.45

07/02/86

CIVIL CITY AND CITY UTILITIES EMPLOYEES
NON UNION EMPLOYEES BY DEPARTMENT

PAGE 44

DEPT	PAY	GRADE	NAME	TITLE	SALARY
0820	011	ALBERT	JOHN	BRAGALONE	20,406.02
0820	019	JAMES	MICHAEL	HUNTINE SR	47,251.44
0820	012	MICHAEL	FRANCIS	PATTERSON	26,895.52
0820	008	DEBORAH	KAE	TOMS	17,365.89
DEPT TOTAL					111,918.87

07/02/86

CIVIL CITY AND CITY UTILITIES EMPLOYEES
NON UNION EMPLOYEES BY DEPARTMENT

DEPT	PAY	GRADL	NAME	TITLE	SALARY		
0850	018	ROBERT	CHARLES	ARNOLD	DIRECTOR, PARKS AND RECREATION	37,208.16	
0850	017	PHILLIP	LEE	BENNETT	SUPERINTENDENT, RECREATION	33,533.28	
0850	012	SUSAN	MARIE	BURNETT	MARKETING SPECIALIST	19,263.88	
0850	011	KAREN	GAST	DUEMLING	SPECIAL ACTIVITIES MANAGER	20,226.45	
0850	017	DENNIS	JAMES	NOAK	SUPERINTENDENT, PARKS	33,533.28	
0850	010	KIMBERLY		RAIBLE	BOWMAN	RECREATION CENTER SUPERVISOR	19,787.97
0850	012	PAISIE	MARIE	RUMSEY	* OFFICE MANAGER	20,149.20	
0850	017	THOMAS		STEPHANOFF	BUDGET & FINANCE MANAGER	33,533.28	
DEPT TOTAL						217,235.50	
						8	

07102186

CIVIL CITY AND CITY UTILITIES EMPLOYEES
NON UNION EMPLOYEES BY DEPARTMENT

PAGE 46

DEPT	PAY GRADE	NAME	TITLE	SALARY
0851	009	ELVIRA M	SUPPORT SERVICES SUPERVISOR	19,787.97
0851	013	JEROME S	* ENGINEER / PLANNER MANAGER	23,644.51
0851	012	BERNARD JOSEPH	SUPPORT SERVICES MANAGER	23,095.36
DEPT TOTAL				66,527.84
				3

07/02/86

CIVIL CITY AND CITY UTILITIES EMPLOYEES
NON UNION EMPLOYEES BY DEPARTMENT

DEPT	PAY GRADE	NAME	TITLE	SALARY
0852	009	CYNTHIA L	200 CURATOR & EDUCATIONAL SPECIALIST	19,787.97
0852	017	EARL BRUCE	SUPERINTENDENT, 200 AND VELD	33,533.28
DEPT TOTAL				53,321.25

DEPT	PAY GRADE	NAME	TITLE	SALARY
0853	013	PERRY	ROBERT	EHRESMAN
			SPORTS FACILITIES MGR	
DEPT TOTAL				23,644.51

07/02/86

CIVIL CITY AND CITY UTILITIES EMPLOYEES
NON UNION EMPLOYEES BY DEPARTMENT

DEPT	PAY GRADE	NAME	TITLE	SALARY
0854	012	THEODORA G	NEIGHBOURHOOD SERVICES MANAGER	22,882.39
0854	010	SARAH HELEN	RECREATION CENTER SUPERVISOR	18,056.69
0854	010	ROBERT AUGUSTUS	RECREATION CENTER SUPERVISOR	18,096.69
DEPT TOTAL				59,075.77

07/02/86

CIVIL CITY AND CITY UTILITIES EMPLOYEES
NON UNION EMPLOYEES BY DEPARTMENT

DEPT	PAY GRADE	NAME	TITLE	SALARY
0855	011	CLARK	RUSSELL HAMILTON	22,352.04
0855	011	MAUDE	ELIZABETH MCDADE-MOYLAN	21,491.78
DEPT TOTAL				43,843.82

07/02/86

CIVIL CITY AND CITY UTILITIES EMPLOYEES
NON UNION EMPLOYEES BY DEPARTMENT

PAGE 51

DEPT	PAY GRADE	NAME	TITLE	SALARY
0856	012	ROBERT	THEATRE MANAGER	22,882.39
0856	013	CAROL	SENIOR CITIZEN CENTER MANAGER	23,644.51
0856	009	YVONNE	* PROGRAM COORDINATOR	19,787.97
DEPT TOTAL		MARTHA STEWART		66,314.87

3

DEPT	PAY GRADE	NAME	TITLE	SALARY		
0858	011	KAREN	GRASLE	SHEKON	* SUPERVISOR FLORICULTURIST	22,352.04
0858	014	LARRY	M	WALTER	HORTICULTURE-CONSERVATORY MANAGER	24,197.83
DEPT TOTAL						46,549.87

CIVIL CITY AND CITY UTILITIES EMPLOYEES
NON UNION EMPLOYEES BY DEPARTMENT

DEPT	PAY GRADE	NAME	TITLE	SALARY
0859	012	PRESSIE	WOODROW	22,882.39
0859	014	JOHN	STANLEY	24,197.83
0859	012	LARRY	EUGENE	22,882.39
DEPT TOTAL		REUILLE	AREAS MAINTENANCE SUPERVISOR	69,962.61

07/02/86

CIVIL CITY AND CITY UTILITIES EMPLOYEES
NDN UNION EMPLOYEES BY DEPARTMENT

DEPT PAY GRADE

NAME

TITLE

SALARY

0860

013

JUHN

THOMAS

MCCLURE

BUILDING & EQUIPMENT MANAGER

23,644.51

DEPT TOTAL

23,644.51

07/02/86

CIVIL CITY AND CITY UTILITIES EMPLOYEES
NON UNION EMPLOYEES BY DEPARTMENT

DEPT	PAY GRADE	NAME	TITLE	SALARY
0861	012	JUHN	FREDERICK BAUERLE	22,882.39
0861	013	RALPH	EDWARD MUDRACK	23,644.51
DEPT TOTAL				46,526.90

07/02/86

CIVIL CITY AND CITY UTILITIES EMPLOYEES
NON UNION EMPLOYEES BY DEPARTMENT

DEPT	PAY GRADE	NAME	TITLE	SALARY
0862	000	WILLIAM S	GOLF PRO/MANAGER	10,425.38
0862	011	THOMAS EUGENE	GOLF TURF MANAGER	20,575.15
DEPT TOTAL				31,000.53

CIVIL CITY AND CITY UTILITIES EMPLOYEES
MDN UNION EMPLOYEES BY DEPARTMENT

DEPT	PAY GRADE	NAME	TITLE	SALARY
0863	011	MICHAEL DUANE	HAHN	20,048.57
0863	000	RICK L	HEMSUTH	10,425.38
DEPT TOTAL				30,474.35

07/02/86

CIVIL CITY AND CITY UTILITIES EMPLOYEES
NON UNION EMPLOYEES BY DEPARTMENT

PAGE 58

DEPT	PAY GRADE	NAME	TITLE	SALARY
0864		JAMES	D	10,425.38
0864	011	E	DEAN	20,575.15
			GIBSON	
			GULF PRU/MANAGER	
			GULF TURF MANAGER	
DEPT	ICTAL			31,000.53

2

07/02/86

CIVIL CITY AND CITY UTILITIES EMPLOYEES
NON UNION EMPLOYEES BY DEPARTMENT

PAGE 59

DEPT	PAY GRADE	NAME	TITLE	SALARY
0880	010	GREGORY LYNN	GENERAL FOREMAN	21,115.94
0880	010	GREGORY LYNN	GENERAL FOREMAN	21,115.94
0880	010	RICHARD LEWIS	GENERAL FOREMAN	21,115.94
0880	010	FRANKLIN LEE	GENERAL FOREMAN	21,115.94
0880	013	ROBERT CHARLES	ASSISTANT STREET COMMISSIONER	25,755.48
0880	010	RICHARD A	GENERAL FOREMAN	21,115.94
0880	012	RANDALL WILLIAM	ADMINISTRATIVE ASSISTANT	24,131.01
0880	010	KAREN S	GENERAL FOREMAN	21,115.94
0880	013	JAMES PATRICK	* ASSISTANT STREET COMMISSIONER	25,755.48
0880	010	JAMES H	GENERAL FOREMAN	21,614.97
0880	010	VICTURE LEE	GENERAL FOREMAN	21,115.94
0880	010	SCRUGGS	GENERAL FOREMAN	245,068.52
DEPT TOTAL				11

07/02/86

CIVIL CITY AND CITY UTILITIES EMPLOYEES
NON UNION EMPLOYEES BY DEPARTMENT

PAGE 60

DEPT	PAY GRADE	NAME	TITLE	SALARY
0891	013	DANIEL E	PATRICK	23,034.81
DEPT TOTAL				23,034.81

07/02/86

CIVIL CITY AND CITY UTILITIES EMPLOYEES
NON UNION EMPLOYEES BY DEPARTMENT

PAGE 61

DEPT PAY GRADE

NAME

TITLE

SALARY

FINAL TOTALS

778,315.16

286



The City of Fort Wayne

TO: CITY COUNCIL MEMBERS

RE: SUMMARY OF CHANGES

The attached listing of changes includes positions eliminated, new positions or title changes and re-evaluation of some positions, either as a result of the structural changes or as a result of additional duties acquired when other positions were eliminated or from technological change.

Positions listed as "New" do not necessarily mean additional hires. In most cases they reflect the elimination of one or more positions or the retitling of positions from the 1986 Salary Ordinance.

All evaluations were performed by a panel of evaluators under the direction of the Personnel Department in accordance with the approved City of Fort Wayne Job Evaluator Plan II.

The positions were evaluated on May 30, 1986 and Council members were invited to participate. The evaluators were:

Dean Chandler	Supervisor of Payroll Services
Dawn Thoma	Economic Development
Tom Engle	Board of Safety
Matt Collins	Personnel
Donna Colestock	Operations
Mike Mettler	Citizen's Advocate
Steven Smith	Communications
Betty Collins	Personnel
David Swinehart	Personnel Consultant

Here is a numeric summary of the changes listed:

New Positions	8
Re-Evaluations	5
Positions Eliminated	2
Title Changes	1

An Equal Opportunity Employer

One Main Street, Fort Wayne, Indiana 46802

COMPREHENSIVE LISTING OF CHANGES

FROM 1986 SALARY ORDINANCE

OLD TITLE	NEW TITLE	OLD L.G.	NEW L.G.	REASON
<u>FINANCE & ADMINISTRATION</u>				
1. None	Administrative Assistant	--	12	New Position No net addition
<u>SAFE HOUSING AND BUILDING STANDARDS</u>				
2. Enforcement Manager	Same	12	14	Re-Evaluation
<u>PUBLIC SAFETY</u>				
3. Executive Secretary VI	Executive Secretary IX	6	9	Re-Evaluation
<u>POLICE CIVILIANS</u>				
4. Records Supervisor	Public Safety Records Supv.	12	13	Re-Evaluation/Title
5. Darkroom Technician	- - - - -	9	--	Eliminated
6. None	Crime Analyst	--	8	New Position
7. Director, Victim's Assistance	Same	12	13	Re-Evaluation
8. Victim's Advocate Assistant	Senior Victim's Advocate	7	11	Re-Evaluation
<u>FIRE COMMAND.</u>				
9. District Chief	Same	13	13	Specifically excluded from bargaining unit

CHANGES, PAGE 2

OLD TITLE	NEW TITLE	OLD L.G.	NEW L.G.	REASON
<u>COMMUNICATIONS</u>				
10. Supervisor of Technicians	Same	13	13	Civilian Status
11. Computer Programmer	- - - - -	10	--	Eliminated
<u>TRAFFIC ENGINEERING</u>				
12. Signal Superintendent	Same	14	14	Specifically excluded from bargaining unit
13. Signal Foreman	Same	13	13	Specifically excluded from bargaining unit
<u>LAW DEPARTMENT</u>				
14. - - - - -	Staff Attorney	--	18	New Position
<u>CITY UTILITIES</u>				
15. - - - - -	Program Manager/Director Infrastructure Management System	--	16	New Position No net addition
16. - - - - -	Systems Programmer	--	14	New Position No net addition
17. - - - - -	Technical Supervisor	--	13	New Position No net addition
18. - - - - -	Programs Manager/WPC Plant	--	13	New Position
19. - - - - -	General Foreman/W.M.&S.	--	12	New Position No net addition
21. General Foreman/WPC Maint.	Same	12	12	Deleted from '86 by mistake
22. Admin. Asst./Data Processing	Trainer/Coordinator	10	10	Tit l e c h a n g e / evaluation

1986 SALARY AMENDMENTS

STAFF ATTORNEY	18
ENFORCEMENT MANAGER	14
DIRECTOR, VICTIMS ASSISTANCE	13
SENIOR VICTIMS ADVOCATE	11
DISTRICT CHIEF/FIRE	13
SUPERVISOR OF TECHNICIANS	13
SIGNAL SUPERINTENDENT	14
SIGNAL FOREMAN	13
PROGRAM MANAGER/DIRECTOR INFRASTRUCTURE MANAGEMENT SYSTEM	16
SYSTEMS PROGRAMMER	14
TECHNICAL SUPERVISOR	13
PROGRAMS MANAGER/WPC PLANT	13
GENERAL FOREMAN/W.M.&S.	12
GENERAL FOREMAN/WPC MAINTENANCE	12
TRAINER/COORDINATOR	10

NEW POSITIONS

<u>Job Title</u>	<u>L.G.</u>	<u>Department</u>
Administrative Assistant	12	Finance & Administration
Crime Analyst	8	Police Civilians
Program Manager/Director Infrastructure Management Systems	16	City Utilities
Systems Programmer	14	Data Processing
Technical Supervisor	13	Telecommunications
Program Manager/WPC Plant	13	WPC Plant
General Foreman/W.M.&S.	12	Water Maint. & Service
Staff Attorney	18	Law Department

POSITIONS ELIMINATED

<u>Job Title</u>	<u>L.G.</u>	<u>Department</u>
Darkroom Technician	9	Police Civilian
Computer Programmer	10	Communications

NEW SALARY RANGES - 1987 ORDINANCE

<u>LABOR GRADE</u>	<u>MIN.</u>	<u>MID.</u>	<u>MAX.</u>
1	\$ 8,435	\$10,088	\$11,810
2	9,490	11,348	13,286
3	10,545	12,610	14,763
4	11,599	13,870	16,240
5	12,654	15,132	17,715
6	13,707	16,391	19,191
7	14,762	17,653	20,667
8	15,816	18,914	22,144
9	16,871	20,175	23,620
10	17,925	21,436	25,096
11	18,980	22,697	26,573
12	20,035	23,958	28,049
13	21,089	25,219	29,526
14	22,143	26,479	31,000
15	23,197	27,741	32,477
16	25,584	30,595	35,818
17	28,470	34,044	39,858
18	31,590	37,776	44,226
19	35,100	41,973	49,140

PREAMBLE

This Agreement is made and entered into this 23rd day of May 1985, by and between the City of Fort Wayne, Indiana, hereinafter referred to as the "Employer," and the Fort Wayne Patrolmen's Benevolent Association, Inc., hereinafter referred to as the "Union," and under the authority of Ordinance Bill No. S-78-05-14, Special Ordinance No. S-156-78.

WITNESSETH

It is agreed by and between the parties hereto that the following, including attached supplements, shall constitute and be the entire Agreement between the parties hereto in respect to hours of employment, fringe benefits, and working conditions for and during the term of this Agreement, and neither party shall be required to negotiate with the other during the term of this Agreement on any bargainable issues or subjects, unless mutually agreed to by the City and the Union, except as may be herein specifically provided; and all rights and obligations created or incurred under and by virtue of the provisions of this Agreement shall terminate with the termination of this Agreement. Changes in the working Agreement agreeable to both parties may be made at any time.

ARTICLE I PURPOSE

Section 1. Purpose: The purpose of this Agreement is to provide a procedure for orderly collective bargaining between the parties, to secure prompt and fair disposition of grievances or complaints, to set forth the basic principles concerning hours of employment, fringe benefits and working conditions and to establish a basis for the cooperative solution of problems by responsible parties to the end that a spirit of peace and cooperation be maintained.

ARTICLE II RECOGNITION

Section 1. Recognition of Union: The Employer hereby recognizes the Fort Wayne Patrolmen's Benevolent Association, Inc., as the exclusive representative of all employees as defined below for the purpose of collective bargaining with respect to hours of employment, fringe benefits and working conditions.

ARTICLE III BARGAINING UNIT

Section 1. The bargaining unit to which this Agreement applies shall include all commissioned officers of the Fort Wayne Police Department below the rank of Sergeant, actually assigned to the Fort Wayne Police Department.

ARTICLE IV COVERAGE

Section 1. The provisions of this Agreement shall be binding upon the City of Fort Wayne, Indiana and its successors, assigns, and/or future assignees; and shall be unaffected by any reorganization, reclassification, merger, or other change in the legal status of the City of Fort Wayne, Indiana, or in any legal Governmental Unit presently a part of the City of Fort Wayne, Indiana; and all terms and obligations herein contained shall be unaffected by any sale, transfer or assignment of property owned, leased, managed or controlled by the City of Fort Wayne, Indiana; and all terms and obligations herein contained shall be unaffected by legislation subsequent to the effective date of this Agreement respecting the capacity to contract of the City of Fort Wayne, Indiana, and/or any executive department thereof.

Section 2. The provisions of this Agreement shall be applicable to all programs, projects, services, and/or activities undertaken by any executive department of the City of Fort Wayne, Indiana, subsequent to the execution of this Agreement; the provisions of this Agreement shall also be applicable to any program, project, service, or activity presently being performed by any executive department of the City of Fort Wayne, Indiana, which, subsequent to the execution of this Agreement, is delegated to a private party and/or any governmental unit by ordinance or by contract between the City of Fort Wayne, Indiana, and a private party, and/or governmental unit.

ARTICLE ✓ MANAGEMENT RIGHTS

Section 1. Recognition of Management: The Union hereby recognizes the Employer as having the sole right to direction of the working forces, including, but not limited to the right to determine the work to be performed by employees; to employ, promote, demote, transfer, lay-off, discipline, suspend or discharge for cause; to assign work and the number of hours to be worked, including overtime work; to increase and decrease the working force; to establish standards and methods; to hire civilians except for patrol and investigative field work; to transfer work or otherwise perform work as required by the demands to maintain the efficiency of public operations. The Employer, in exercising the rights set forth herein, recognizes that certain express conditions of employment are set forth in this Agreement which limit and restrict these defined Employer rights. Therefore, the Employer agrees that in exercising the rights herein, nothing shall be construed, or applied in any manner which negates, modifies, or supersedes the rights of employees, or the Union, where such rights are expressly set forth in this Agreement.

Section 2. Rules and Regulations. The Union recognizes that the Employer reserves the right to establish rules, and/or change existing rules affecting working conditions. It is agreed that all such rules shall be reasonable in content and application. Disputes arising therefrom shall be subject to the grievance procedure. The Union will be furnished a copy of any new or revised rules affecting bargaining unit employees at least five (5) days in advance of the effective date. Within sixty (60) days from the date of this Agreement, the parties shall create a Labor-Management Committee consisting of three (3) representatives from each party. This Committee shall meet at least monthly for purposes of reviewing standard operating procedures and corresponding rules and regulations of the Department.

ARTICLE VI UNION SECURITY

Section 1. The City recognizes as valid, fair and equitable the Union's claim that all members of the bargaining unit, even those that are not members of the Union, have an obligation to pay fair value for services rendered on their behalf by the Union, by the International Union of Police Associations, and by the American Federation of Labor and Congress of Industrial Organizations, and for their proportionate part of the costs of collective bargaining, contract administration, grievance adjustment, and other duties and services related to being exclusive representative.

Section 2. The City considers it proper for the Union to charge each non-member of the Union who is also a member of the bargaining unit, and for each such non-member to pay to the Union a representation fee, to be determined solely by the Union, but in a manner consistent with the services rendered and costs incurred on behalf of all bargaining unit members. Such representation fee may then be allocated between the Union, the International Union of Police Associations, and the American Federation of Labor and Congress of Industrial Organizations, as the Union shall deem appropriate.

Section 3. On or before July 1 of each year, the Union shall provide the City with a list of all bargaining unit members who are not also Union members, and the City shall ask each such person to voluntarily submit, within two (2) weeks, a payroll deduction form, as set forth in the Appendix to this contract. The City shall then deduct the representation fee in equal monthly installments from the payroll of each person who submits an authorization. The City shall inform the Union of all members of the bargaining unit who refuse to sign such an authorization form or who revoke an executed form.

Section 4. The Union, on its own and not on behalf of the City, may take such action as it may deem appropriate to collect its representation fee from those bargaining unit members who refuse to authorize payroll deductions for or who otherwise refuse to pay the representation fee.

Section 5. It is understood and agreed that the Union shall indemnify the Employer from and against any liability, actions, or cause of action that may result with respect to the provisions of this Article VI.

ARTICLE VII DUES DEDUCTIONS

Section 1. Union Membership: The Employer will accept a signed dues deduction authorization, or agency fee deduction authorization, by any member of the bargaining unit covered by this Agreement as equivalent to a continuing voucher by such member of a bargaining unit in the amount of monthly dues, or initiation fees or assessments uniformly required to the Union (certified by the Treasurer of the cognizant Local Union as the proper amount) and such authorization shall remain in effect for the duration of this Agreement. However, any such authorization may be revoked by an employee on a written notice by certified mail to the employer with a copy being sent to the Union.

Deduction of Union dues shall be made on the first payday of the month following the month in which the authorization was received and monthly thereafter on the first payday of the month. Deductions provided herein shall be remitted to the cognizant Treasurer of the Union no later than the twentieth (20th) day of the month in which the deductions were made and shall include all deductions made in that month. The Employer shall furnish, with the deductions remitted, an alphabetized listing of each employee for whom a deduction is made showing the exact amount of each respective deduction made.

ARTICLE VIII UNION REPRESENTATION

Section 1. Upon prior notice to the Chief of Police, or his/her designated representative, authorized agents of the Union shall have access to the Employer's establishment for purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to. It is expressly agreed that the Employer is hereby released from any and all liability for an injury to such agent, occurring while he/she is on the premises of the Employer.

Section 2. The Employer will recognize four (4) bargaining committeemen, one (1) of whom shall be designated as chairman of the committee. Time spent in meetings set up by Management, for the first fifteen (15) meeting days of negotiations, mediation and arbitration, set by Ordinance Bill No. S-78-05-14, Special Ordinance No. S-156-78, will be paid as an eight (8) hour day.

Thereafter such time spent by these individuals shall be compensated on an hour to hour basis. Negotiations shall be held during normal shift business hours of the Employer. The Employer will accomodate the Union with respect to time off with pay as herein provided.

Accredited representatives of the Union shall be chosen from its members who are employed by the Employer. For the purpose of this paragraph, "employee" is defined as a person who is in the bargaining unit.

The Employer will recognize shift representatives or their alternate representatives designated by the Union to the Employer in writing. Union representatives shall be afforded such time as needed to carry out their grievance responsibilities. Any shift representative who finds it necessary to leave his work station to transact legitimate grievance business may do so after notifying his Supervisor and being released in a reasonable amount of time. The steward will notify the Supervisor of the legitimate grievance business. The Union agrees to make every effort in the conduct of grievance matters to minimize interference with production and the orderly operation of the Employer, and further agrees that alternates will process grievances only in the absence of the shift representative.

The Employer agrees that Union employees who file a grievance with the Employer will not be questioned in respect thereto without advising the employee of his right to Union representation.

Section 3. The Union shall be free to withdraw a grievance at any step of the grievance procedure without prejudice.

Section 4. Designated Union Representatives, in exercising their collective bargaining rights as set forth in this Agreement, shall have the right to carry out their collective bargaining responsibilities within the bargaining unit without fear of reprisal, intimidation, coercion, harassment, or discrimination for so serving.

Section 5. One (1) officer of the Union as designated in writing shall be granted sufficient time as needed to conduct legitimate union business. These matters shall include, but not be limited to, contract interpretation, grievance matters and to further promote harmonious relations between management and the union. While engaged in such matters, said officer shall not suffer any loss of seniority nor loss of financial remuneration. It is agreed between the parties that the intent of this Section is to grant one (1) officer of the Union as much time as needed up to, and including full time off to conduct Union business. This time off will be at the discretion of the Union Official, provided that written notification is made to the Employer. Notwithstanding anything in this Agreement to the contrary, this officer shall primarily work day hours.

Section 6. The City will not aid, promote, or finance any labor group or organization purporting to engage in collective bargaining or make any agreement with any such group or organization which would violate any rights of the Union under this contract.

ARTICLE IX GRIEVANCE AND ARBITRATION

Section 1. Grievance Defined: A grievance shall be defined as any dispute arising concerning the interpretation or application of this Agreement or with respect to the circumstances and conditions of employment except as otherwise provided in this Article. No management prerogative reserved solely to the authority of the City shall be made the subject of a grievance. Grievances may be submitted, as defined, relating to matters contained in this Agreement. Suspensions, dismissals, and reductions in grade, are not grievable or arbitrable. It is specifically understood that any matters governed by statutory provisions shall not be considered grievances and subject to the grievance procedure herein. When a grievance arises, an earnest effort shall be made to settle such differences promptly in accordance with the Grievance Procedure hereinafter prescribed.

Section 2. Grievance Limitations: If more than one employee has the same grievance, two (2) aggrieved employees, representing all aggrieved employees, as selected by the Union, shall proceed through Step 1 of the Grievance Procedure, as set forth in this Article, representing all employees with the same grievance. The parties hereto, in processing a grievance, reserve the right, upon mutual agreement, to eliminate any of Steps one (1) and two (2) of the Grievance Procedure, as set forth in this Article. A grievance must be filed within ten (10) working days following knowledge which gave rise to the alleged grievance, but not to exceed thirty (30) calendar days following the action.

Section 3. Grievance Procedure: The Grievance Procedure shall be as follows:

Step 1. The grievance shall be presented in writing by the aggrieved employee and shift representative to the aggrieved employee's immediate supervisor. The Employer must give its written answer within five (5) days.

Step 2. In the event the grievance is unresolved in Step 1, it shall be forwarded by the Union immediately (not later than five (5) days) to the Director of Labor Relations. The Director of Labor Relations and the Union's Grievance Chairperson and shift representative shall meet within ten (10) calendar days. To expedite the process either party may bring additional individuals, including the grievant to this meeting.

Step 3. If the above procedure has been followed and the parties are still unable to settle the grievance, the Union shall, within fifteen (15) calendar days following receipt of the Employer's second step answer, notify the Employer of the Union's intent to arbitrate the dispute.

Within five (5) days the Employer and the Union shall jointly request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. After receipt of the panel of arbitrators, the parties shall meet within five (5) days, draw lots to determine who shall strike the first name from the list of seven arbitrators, then continue striking names on an alternate basis. The last remaining name shall be deemed the arbitrator by mutual consent of the parties.

The arbitrator shall not have the authority to alter, amend or change the terms or provisions of this Agreement, and his decision shall be limited to the particular grievance in question. The answer of the arbitrator shall be in writing unless otherwise agreed on by both parties.

The arbitrator's decision shall be final and binding on the parties, and in the event either party shall fail or refuse to abide by the decision of the arbitrator, the offended party can bring an action in the appropriate court. The court in its discretion, will award the prevailing party reasonable attorney fees in addition to any other relief adjudged.

The Union and the Employer shall equally share the fee of the Arbitrator, including any mutually agreed upon services relating to the arbitration proceedings.

Section 4. Time Limitations: All time limits prescribed as set forth in Section 3, Steps 1 through 3, may be extended by mutual agreement of the parties. Failure of the party charged to respond within the time limits shall constitute a basis for escalating the grievance to the next step. Failure of the aggrieved party to process the grievance to the next step within the time limits shall constitute a basis for the party charged to deny the grievance.

ARTICLE X SENIORITY

Section 1. Seniority Defined: Seniority as defined in this paragraph means the most recent date of continuous appointment within the Fort Wayne Police Department. Seniority for the purpose of this Agreement shall apply to members of the bargaining unit. If two or more employees have the same employment date with the Fort Wayne Police Department, the ranking for seniority shall be based on an alphabetized listing of the employees by the last name. All new employees shall be considered probationary employees for six (6) months from the most recent date of appointment to the Fort Wayne Police Department and shall be excluded from the bidding procedure for six (6) months. An employee shall be terminated and the employee's seniority broken when he (a) quits; (b) is discharged for just cause; or (c) is laid off for a period of twelve (12) months.

Section 2. Seniority List: The City will provide the Union with a copy of an updated seniority list every six (6) months.

Section 3. Job Bidding:

A. Employees, on the basis of Seniority, shall be permitted to bid into the three (3) divisions of the Department, to wit: Operations, Investigative, and Administrative.

B. In addition to the bid rights as contained in paragraph A above, Employees shall be able to bid into the following Units within the Operations and Investigative Divisions:

**Operations: Traffic
Uniform**

**Investigative: Detective
Juvenile**

Bids within divisions as herein provided shall first be extended to those Employees within the Division and if all positions are not filled then the bidding shall be extended to the entire department.

C. In all cases, employees shall be entitled, on the basis of seniority, to bid their shift within a division and further they shall have the right to bid precinct (north or south, or otherwise) and motorized or foot patrol.

D. If two (2) employees apply for the same opening and they have identical seniority dates, then the system as defined in Seniority Defined, based on an alphabetical list shall prevail.

E. An opening occurs, for bidding purposes, through normal attrition, promotion, or other vacancies. Eligible employees shall be permitted to bid for the opening, as herein provided, and be awarded the job on the basis of seniority.

F. Employees are responsible for fulfilling job requirements and are subject to disciplinary action for failure to do so.

G. Exempt from bidding shall be fifteen (15) excluded positions, assigned by and under the direct control of the Police Chief. These fifteen (15) positions, shall include the Vice and Narcotics Units. All of these fifteen (15) exempt positions shall be within the Administrative Division.

H. Attached hereto, as a part hereof, is the Organizational Chart of the Fort Wayne Police Department. Any subsequent changes as made by the Employer shall not in any fashion, adversely effect or infringe upon the bidding rights of Employees as set forth in this Agreement.

I. Directed Patrol Officers shall, notwithstanding anything herein to the contrary, be within the Operations Division and shall be comprised of Temporary volunteer assignees assigned on a rotating (non-successive) ninety (90) calendar day basis.

J. Jobs shall be classified and bid according to seniority. An employee, who has bid under this Article, shall have the right, within thirty (30) calendar days from the first day on the job, to decide whether or not to return to his/her previous position. It is understood that the Employer may use temporary assignments for those positions that need to be filled within such thirty (30) calendar day period. Furthermore, the bidding Employee, after any needed outside training, shall be evaluated at the end of thirty (30) calendar days by his immediate supervisor and Shift Commander, and shall have his/her final evaluation before his/her sixty (60) calendar days. If, as a result of such evaluation, the Employer reasonably demonstrates to the Union that the Employee is not able to perform adequately, then such Employee shall have no right to return to his/her former position, but must go to an open position. The Union has the right to grieve as to whether or not the Employer has reasonably demonstrated the Employee's inability to perform adequately.

K. Nothing in this agreement shall prevent management from creating new job classifications or extending or decreasing existing job classifications provided each new job classification covered under this Agreement is posted for bid (where applicable) in accordance with the bidding procedure in Article X of this Agreement. If an Employee's position is eliminated, the Employee will exercise seniority on available, unfilled positions and have immediate bidding rights. If a position which was eliminated is re-established within six (6) months, the officer who held the position shall be given first opportunity to fill the vacancy.

L. It is recognized that the Employer has the right to assign work to its employees, and seniority shall not, nor shall anything contained in this Agreement be construed to restrict the Employer in requiring an employee in one classification from doing any work temporarily in any other classification. Temporary reassignment of a job classification within the Operations Division for motorized patrol district, foot patrol, shall be accomplished as far as possible, on an inverse seniority basis, with primary consideration for coverage of patrol districts and minimum reassignment of on-duty patrolmen to accomplish coverage. A member of the bargaining unit shall be permitted no more than ninety (90) calendar days on temporary assignment within any calendar year to be served on temporary assignment. There will be no limit on the number of assignments so long as the total calendar days do not exceed ninety (90). The Employer shall notify the Union in writing prior to any reassignment of Employees and include the expected duration, individuals and assignments involved. In extraordinary circumstances the Employer and Union may negotiate temporary assignments to exceed the ninety (90) calendar day limit. Temporary reassignment for special events requiring manpower reallocation shall be accomplished on a department-wide inverse seniority basis recognizing that those persons already in the positions wherein the extra manpower is needed will be disregarded and the process will continue to the least senior persons in positions from which the manpower is to be drawn. Temporary reassignment of a job classification shall not be used to avoid the bid system. Temporary reassignment of a job classification is any assignment which moves an officer from his/her bid position. It is further agreed that no more than fifteen (15) temporary assignments will be used at any one time unless agreed to by the Union and Management.

M. Each employee will be permitted to bid for an unfilled job classification (where applicable), but after a successful bid shall be denied the right to bid again for six (6) months. Each employee will be permitted to exercise department wide seniority preference, but after having successfully bid for division, bureau and shift shall be denied the right to bid again for six (6) months. Job classifications excluded from the bid system shall be appointed by the Chief of Police.

N. Bids will be posted and remain open five (5) calendar days. Unsuccessful bids will not be counted against the employee's number of bids per calendar year. An employee may bid on more than one job, but not more than three (3) jobs simultaneously. An employee may not exercise bidding rights while under departmental suspension.

O. Upon a job deletion or opening by management after two (2) department wide bids, the more junior employee will be required to fill the open job.

P. Bids must be posted on all Police Department bulletin boards for five (5) calendar days. Persons to accept bids will be the Shift Commanders. Employees must bid for jobs on forms provided by the Police Department. Employees must bid in person by signature and will receive a receipt to show that a bid has been placed. The employee will retain the original and the person issuing the receipt will forward the copy along with the bid at the time the bids close to the Chief of Police or his designee.

An employee may remove his/her name from the bid by appearing in person to the Shift Commander during working hours with his/her receipt during the five (5) days while the bid is still open. The union steward may act in behalf of an employee on any bidding procedures provided written authorization is furnished.

Q. Upon completion of the six (6) month probationary period, jobs held by new employees shall be open for bid by all members of the bargaining unit.

R. The seniority of employees promoted to jobs outside the bargaining unit shall continue to accumulate during the time of such promotion. In the event such employee returns to the bargaining unit, he/she shall be entitled to whatever rights and privileges his/her accumulated seniority would entitle him/her without prejudice.

S. In the event of a layoff of members of the bargaining unit, the order of layoff shall be inversely related to length of service (the last person hired shall be the first person laid off).

T. In the event members have the same seniority date, layoff shall be inversely related to an alphabetized listing of the members by last name (the last name alphabetically shall be the first laid off).

U. Should the City find it necessary to lay off members of the bargaining unit, it shall give the Union notice not less than two (2) weeks prior to the effective date of the lay off of the initially affected employee. The City will inform the Union of the nature of the layoff within three (3) working days of the notice. The City, at this meeting, shall provide the Union with a current seniority list of the bargaining unit.

V. In the event of a recall to work, the order of return shall be directly related to length of service (the last person laid off shall be the first person returned to work).

ARTICLE XI HOURS OF WORK

Section 1. Except as hereinafter provided, the basic work week of bargaining unit employees represented by the Union shall consist of the following: A repeating nineteen (19) day rotation consisting of four (4) days on and two (2) days off followed by four (4) days on and two (2) days off followed by five (5) days on and two (2) days off at eight (8) hour shifts.

Section 2. The basic work week for the Traffic Unit shall be a fixed schedule of four (4) days on and three (3) days off at ten (10) hour shifts. Wednesday shall be established as the pivot or swing day.

Section 3. The basic work week for the A-Shift (Days) in the Investigative and Administrative Divisions shall be five (5) days on and two (2) days off (~~Monday~~ ~~Tuesday~~ ~~Wednesday~~) at eight (8) hour shifts.

Section 4. Under abnormal working conditions, the Chief of Police shall have the right to temporarily change normal working hours. Temporarily is defined as the length of the abnormal working conditions.

Section 5. Normal hours for the Investigative Division B & C shifts shall be the repeating rotation defined in Section 1.

Section 6. Adverse Weather Conditions: When the temperature is below freezing, or weather conditions are such that it would endanger the safety of the officer, operation of the Cycle Units shall be suspended during such period of adverse weather.

Section 7. The Directed Patrol Unit shall have flexible hours.

ARTICLE XII

POLICE OFFICERS' BILL OF RIGHTS

This Article is known and may be cited as the Fort Wayne Police Officer's Procedural Bill of Rights. These rules shall be for the government of the Fort Wayne Police Department and shall be the Internal Police Personnel Policies.

For purposes of this Article, the term "Police Officer" includes Fort Wayne City Police Officers on full time active duty within the bargaining unit as defined in this Agreement.

Section 1. Officers of the Fort Wayne Police Department hold status as public officers in that the nature of their office and their performance of their duties involves the exercise of the Police Power of the City and the State.

Section 2. The security of the City and its citizens depends upon the manner in which Fort Wayne Police Department members perform their duties. The performance of such duties involves those members in all manner of contacts and relationships with the public, superior officers and fellow officers.

Section 3. Situations may arise out of such contacts and relationships brought about by the actions of members of the force. Such situations may require prompt investigation by superior officers designated by the Director of Public Safety, the Chief of Police, and Division Commanders or other competent authority designated by the Chief of Police.

Section 4. Except as otherwise provided by law, no police officer shall be prohibited from engaging or be coerced or required to engage in political activity.

Section 5. When, for any reason, any police officer is under investigation or subjected to questioning by his commanding officer, or any other duly assigned member of the Police Department, which could lead to disciplinary action, demotion, dismissal, transfer or administrative charges, and to insure that such investigation or questionings are conducted in a manner conducive to public confidence, good order and discipline, meanwhile observing and protecting the individual rights of each Police Officer, the following rules of procedure are hereby established.

A. The questioning shall be conducted at a reasonable hour, preferably at a time when the Police Officer is on duty, or during the normal waking hours for the Police Officer, unless the seriousness of the investigation requires otherwise. The questioning shall be completed within a reasonable time after the occurrence of the event giving rise to the investigation. Time shall be provided for personal necessities, meals, telephone calls, and rest periods.

B. The Police Officer under investigation shall be informed at least two (2) calendar days prior to such questioning, unless evidence establishing probable cause that a felony has been committed demands an immediate investigation. All questions directed to the police officer under investigation shall be asked by and through no more than two questioners.

C. The police officer under investigation shall be informed of the nature of the investigation, or whether he is a witness or the object of the investigation, and of any charges against him at least two (2) calendar days prior to any questioning.

D. The questioning session shall be for a reasonable period taking into consideration gravity and complexity of the issue being investigated.

E. The police officer under investigation shall not be subject to offensive language or threatened in any manner whatsoever. The police officer under investigation shall not be subjected to visits by the press or news media without his express consent, nor shall his name, home address or photograph be given to the press or news media without his express consent.

F. The complete questioning of a police officer may be recorded. A tape recording may be made of the questioning, and the police officer shall have access to the tape if any further proceedings are contemplated or prior to any further investigation at a subsequent time. The police officer shall be entitled to a transcribed copy of any notes made by a stenographer or to any reports made by investigators. The police officer being questioned shall have the right to bring his own recording device and record any and all aspects of the questioning.

G. When the police officer is under investigation for the commission of a criminal offense, he shall be completely informed of all his rights prior to the commencement of the interrogation. If the officer chooses to invoke his protection under these rights at that time, that officer shall not be subject to charges of insubordination or failure to cooperate for that reason.

H. No police officer shall have his locker, desk, or other space for storage that may be assigned to him searched except in his presence, or unless a valid search warrant has been obtained.

I. At the request of any police officer under investigation, he shall have the right to be represented by counsel and/or any union representative of his choice who shall be present at all times during such questioning whenever such questionings may result in disciplinary action or criminal charges against the police officer.

J. This section shall not apply to any investigation or questioning of a police officer in the course of counseling, instruction, or informal verbal admonishment by, or other routine contact with a supervisor.

Section 6. No police officer shall have any comment adverse to his interest entered in his personnel file, or any record kept at his place or unit of employment or any other place recording such comments by any person, without the police officer having first read and signed the instrument containing the adverse comment indicating he is aware that such comment is being placed in his personnel file or other place of recordation of such such comments, except that such entry may be made if, after reading such instrument containing any adverse comment, the police officer refused to sign it. A witness shall thereafter note that such officer was presented with the opportunity to read and sign such instrument and refused to do so. Nothing in this provision shall apply to notes and records compiled by an investigator during the course of an investigation of a police officer provided, however, that upon completion of the investigation, the police officer shall have access to all notes and records of the investigation.

Section 7. A police officer shall have fifteen (15) working days within which to file a written response to any adverse comment entered in his personnel file. Such written response shall be attached to, and shall accompany, the adverse comment.

Section 8. Before the questioning of any police officer as a result of a complaint by a citizen, that citizen shall be required to sign a statement clearly stating the allegation, a copy of which shall be provided to the officer at the time said officer is directed to report for questioning.

Section 9. No police officer shall be required or requested for purposes of job assignment or other personnel action to disclose any item of his property, income, assets, source of income, debts or personal or domestic expenditures (including those of any member of his family or household) unless:

(a) such information is obtained under proper legal procedure, or

(b) there is probable cause that bribes or other improper inducements may have been given to such police officers.

Section 10. No police officer shall be given an unnatural, artificial, or make-work assignment for the purpose of discipline or punishment.

Section 11. No police officer shall be discharged, disciplined, demoted, transferred or denied promotion or reassignment or otherwise discriminated against in regard to his employment, or be threatened with any such treatment by reason of his lawful exercise of his constitutional rights or the rights granted under this Article.

Section 12. An employee may inspect his personnel file and may be accompanied by a designated union representative, which may include an attorney. Any alleged discrepancies shall be brought to the attention of the Personnel Administrator for adjustment. If the matter is still unresolved, it shall be subject to the grievance procedure

Section 13. No police officer shall be compelled to submit to a polygraph examination, voice stress analysis or other truth detection device against his/her will, nor shall voice stress analysis or other truth detection devices be unknowingly used during the course of an investigation of a police officer. No disciplinary action or other recrimination shall be taken against a police officer refusing to submit to a polygraph examination, voice stress analyzer, or other truth detection devices. No comment or notation shall be entered anywhere in the investigator's notes or anywhere else that the police officer refused to submit to a polygraph examination, voice stress analysis or truth detection device or that voice stress analysis or other truth detection device was unknowingly used.

Testimony or evidence shall not be admissible at a subsequent hearing, trial or proceeding, judicial or administrative, to the effect that the police officer refused to submit to a polygraph examination, voice stress analysis, or other truth detection device or that voice stress analysis or other truth detection device was unknowingly used.

ARTICLE XIII VACATIONS

Section 1. Employees shall be granted an annual paid vacation in accordance with the following schedule based on length of continuous service:

Years of Service	Vacation Days Per Year
0-6 months probationary period	None
6 months thru 1 year	5 days
1 year thru 3 years	10 days
4 years thru 5 years	15 days
6 years	16 days
7 years	17 days
8 years	18 days
9 years	19 days
10 years	20 days
11 years	21 days
12 years	22 days
13 years	23 days
14 years	24 days
15 years	25 days
20 years	30 days

Section 2. For the purposes of this Article, vacation days, comp time and personal days are classified as earned days and shall be the same. All vacation days shall be one (1) day regardless of the length of the work shift as worked by the employees.

Section 3. Annual vacation days shall be bid by seniority not more than forty-five (45) and not less than fifteen (15) days prior to the date requested.

Section 4. Employees will be permitted to use vacation, personal days, or holidays (where applicable) during a year without advance notice, provided the employee's supervisor is notified before the employee is scheduled to report for work, and the minimum number of personnel on the shift is maintained. Vacation days may be taken one-half day at a time provided the minimum number of personnel on the shift is maintained.

ARTICLE XIV HOLIDAYS

Section 1. The following eleven (11) holidays shall be holidays for members of the bargaining unit:

New Year's Day; Easter; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; the day after Thanksgiving; Christmas Eve; Christmas Day; and; the employee's Birthday.

Section 2. All Holidays observed shall be those days as observed by the Civil City of Fort Wayne. All employees shall be scheduled off for all holidays. Work levels shall be as established by the Police Chief and shall be filled according to seniority. Employees shall bid for work on such holidays, by seniority, during a thirty (30) day period beginning forty-five (45) days prior to the holiday and ending fifteen (15) days prior to the holiday. Any requests for holiday work after fifteen (15) days prior to the holiday shall be filled on a first come-first serve basis. In the event there are not sufficient officers bidding to work on the holiday, in order to meet the minimum manning level as established by the Chief of Police, inverse seniority will be used to fill the required level. For all holidays worked, employees shall be paid straight time in addition to the employee's regular wages.

If a holiday falls on an employee's regular day off, the employee will receive another day off.

ARTICLE XV PERSONAL DAYS

Employees shall be permitted two (2) personal days per year at their discretion provided adequate notification is provided to shift commander.

ARTICLE XVI TRAINING OFFICER BONUS

New officers will be trained by an officer with a minimum of three (3) years seniority. Training officers will be selected by management from a list of volunteers to be provided by the Union. In the event there are insufficient volunteers, the Employer shall appoint training officers from the list provided and then next from the entire department on an inverse seniority basis. All training officers must have at least three (3) years of seniority with the department.

All training officers shall receive a bonus of two (2) days compensatory time per month for each month engaged in training new officers. During a new employee's probationary period, he/she shall be assigned, at all times, with a training officer with at least three years of seniority.

ARTICLE XVII COMPENSATORY TIME

In the event a member of the bargaining unit is unable to use any accumulated compensatory time prior to the end of the calendar year, he/she shall be allowed to carry over such accumulated compensatory time, not to exceed fifty-one (51) hours to July 1 of the subsequent year.

Provided, however, compensatory time and the use of same shall be subject to all applicable Federal and State Law.

ARTICLE XVIII DEATH IN FAMILY

Death leave will be granted in accordance with the Fort Wayne Police Department Manual, as follows: In the case of the death of relatives of members of the Fort Wayne Police Department, the officer involved may be given special leave on the following basis:

- a. Up to four days in the event of the death of a member of the immediate family (parents, spouse, brother, sister, children, parents-in-law, grandparent, brother-in-law, sister-in-law, or spouse's grandparent).**
- b. Time off for funerals of other or more distant relatives will be granted when charged as vacation days only.**
- c. The Employer shall ask the Employee to submit a verification form to show the Employee actually attended funeral. Said form to be developed by the Employer and Union.**

ARTICLE XIX
SICK LEAVE/WORKMEN'S COMPENSATION

Members of the bargaining unit shall be covered by the department Sick Leave Policy and Workmen's Compensation Policy (on duty or job related) that has been in effect. It is agreed, however, that for the purposes of procedure, the Fort Wayne Police Department Manual shall be followed.

ARTICLE XX
BARGAINING UNIT INFORMATION

During the term of this Agreement, the Employer, on a semi-annual basis, will provide the Union with a list giving name, rank, division and unit assignment, and home address, and telephone number (if published) of all employees the Union is authorized to represent by virtue of this Agreement.

ARTICLE XXI OVERTIME COMPENSATION

Employees who are, in the course of their duties, required to perform beyond their regularly scheduled hours of work, shall receive compensatory time at a rate of one and one-half (1-1/2) the actual amount of time worked beyond their regular shift. Overtime compensation shall be rounded to the nearest quarter hour. Overtime compensation forms shall be submitted in duplicate with one copy returned to the member following approval by management. Overtime compensation shall be subject to applicable Federal and State Law.

ARTICLE XXII SAFETY

The City has the responsibility to establish and maintain adequate safety rules and regulations and to assure the issuance and maintenance of proper equipment to provide for the safety of its employees.

ARTICLE XXIII MILITARY LEAVE

An employee shall be given a leave of absence in accordance with the Selective Service Act of 1948, as amended.

ARTICLE XXIV MATERNITY LEAVE

Any female employee who becomes pregnant shall be considered on a leave of absence for the period during which she is therefore unable to work, which inability shall be certified by a licensed physician. This Article shall be subject to all applicable Federal and State Law.

ARTICLE XXV RESERVIST DUTY

Section 1. Federal law requires that any employee who is a reservist must be given time off for training without lost time. The reservist must request, within a reasonable time, a leave of absence for a training tour of duty. The reserve must keep the employer informed about scheduled week and weekend drills if such required drills necessitate his absence from work. Two weeks summer camp leave up to 80 hours shall be handled as in the past per Rules and Regulations, Section VI, Paragraph 23, March 31, 1976.

Section 2. A reservist can do one of the following for weekend or weeknight drills:

- A. Work on days off in place of days on drill**
- B. Take vacation, holiday, personal or comp days.**

ARTICLE XXVI EXCHANGE OF WORK TIME

All members of the bargaining unit will be allowed to exchange work time with other members of the bargaining unit of the same division and shift for any vacation day a bargaining unit member attempts to schedule but may be unable to obtain due to seniority or maintenance of minimum manpower on the given shift.

**ARTICLE XXVII
LIFE INSURANCE**

The City will continue to provide \$15,000.00 double indemnity life insurance for the cost of \$1.20 for each employee per year.

**ARTICLE XXVIII
HOSPITALIZATION**

Present hospitalization plan remains in effect.

**ARTICLE XXIX
DEATH OF AN EMPLOYEE**

In the event of the death of a permanent employee, while employed by the City, all accrued wages due, including allowances for unpaid holidays and vacation time will be paid to the beneficiary.

ARTICLE XXX POLICE RESERVES

Use of the Fort Wayne Police Reserve will be limited to special events, crowd control, traffic control, special surveillance, prisoner transport, motor numbers, vandalism reports, assist regular officers on burglar alarm, noise disturbance, theft reports, abandoned vehicles, failure to pay, tow in, and routine patrol.

It is further agreed that the total complement of the Fort Wayne Police Reserve shall not exceed fifteen percent (15%) of the total authorized strength of the Fort Wayne Police Department.

It is also agreed between the employer and Union that no member of the Fort Wayne Police Reserve shall be permitted use of the Police Reserve uniform, weapon, police reserve identification card or police reserve badge for purpose of employment, with or without pay, outside the official operations of the Fort Wayne Police Department or for employment to provide private security to any business, group or individual within the City of Fort Wayne, with the exception of Fort Wayne Community School P.T.A. functions. Violations are cause for dismissal from the reserve force.

**ARTICLE XXXI
SEPARABILITY CLAUSE**

Should any Article, Section or portion of this Agreement be held unlawful and unenforceable by any court of competent and final jurisdiction, such decision of the court shall apply only to the specific Article, Section or portion involved and shall not invalidate the remaining portions of this Agreement.

ARTICLE XXXII DISCRIMINATION

Section 1. The Employer will not interfere with, restrain or coerce the employees covered by this Agreement because of membership in, or activity on behalf of, the Union. The Employer will not discriminate in respect to hire, tenure of employment or any term or condition of employment against any employee covered by this Agreement because of membership in, or activity on behalf of, the Union, nor will it discourage or attempt to discourage membership in the Union or attempt to encourage membership in another Union.

Section 2. The Employer and the Union agree that it will not discriminate against any applicant for employment, or any present employee, in the payment of wages, assignment to jobs, seniority, promotion, demotions, training, transfer, layoff, recall, discipline, discharge, pension benefits, working hours, physical facilities, retirement age, insurance coverage, job classification, classified advertising, recruitment, testing, or any other term, condition, or privilege of employment, because of race, color, religion, sex, national origin or occupationally irrelevant physical handicaps, or the exercising of any rights under the grievance procedure.

Section 3. The Employer further agrees that any violation of Title VII of the 1964 Civil Rights Act, as well as the Equal Pay Act of 1963, Executive Order 11246 as amended by 11375, and the Age Discrimination in Employment Act of 1979, will be deemed a violation of this Agreement and subject to the grievance and arbitration provisions embodied in this Agreement.

**ARTICLE XXXIII
BULLETIN BOARD**

Section 1. The Employer agrees to furnish a sealed bulletin board located in each department where employees normally work for the use of the Union for posting of matters relating to Union meetings and other Union matters of a non-controversial nature. All such notices by the Union shall be signed by an authorized Union representative and a copy left in an area designated by the Chief of Police.

ARTICLE XXXIV UNION TIME BANK AND DONATIONS

Section 1. Members of the bargaining unit shall be permitted to donate any earned time annually to the Union time bank to used at the discretion of the Union.

Section 2. Authorizations for time donations must be filed in duplicate, one (1) copy to the Employer and one (1) copy to the Union. Said authorizations shall remain in effect from year to year unless revoked in writing to the Union.

Section 3. Time donated to the Union may not be revoked during the calendar year donated, time once donated shall become the property of the Union.

Section 4. The total amount of time donated in a calendar year may not exceed fifteen hundred (1500) hours, nor may any time in any calendar year exceed fifteen hundred (1500) hours.

Section 5. Unused time from a calendar year may be carried over to another calendar year, however, such carried over time shall reduce the amount of time that may be donated in the next year so that the total of fifteen hundred (1500) hours are not exceeded.

Section 6. The parties agree that as of April 19, 1985, there were two hundred (200) hours in the time bank.

Section 7. The Union will use its best efforts to cause donations and use of time to be given and taken hereunder in increments of four (4) hours.

**ARTICLE XXXV
MINIMUM MANPOWER**

Without diminishing the right of the Police Chief and/or his/her command personnel to establish work levels, it is agreed that minimum manning levels shall be posted and the methods used to establish such minimum levels shall be explained to the Union.

**ARTICLE XXXVI
UNIFORM ALLOWANCE**

Section 1. Each member of the bargaining unit shall receive six hundred and seventy-five dollars (\$675.00) per year uniform allowance.

Section 2. The amount of this allowance shall be equally divided into two (2) payments of three hundred thirty-seven and fifty cents (\$337.50).

Section 3. The first of these payments shall be made not later than May 31 of each year.

Section 4. The second payment shall be made not later than November 30 of each year.

Section 5. The items contained in this Article are subject to annual negotiation.

ARTICLE XXXVII SHIFT PREMIUMS

Section 1. All officers assigned to the B shift shall receive a seven hundred dollar (\$700.00) shift premium.

Section 2. All officers assigned to the C shift shall receive a fourteen hundred dollar (\$1400.00) shift premium.

Section 3. All officers working the "Directed Patrol Unit" shall receive a seven hundred dollar (\$700.00) shift premium.

Section 4. All shift premiums shall be added to the regular earnings for each pay period.

Section 5. Only those officers assigned to those shifts will be paid shift premiums.

Section 6. The items in this Article are subject to annual negotiations.

ARTICLE XXXVIII WAGE REOPENER

It is agreed by the parties that the areas of this Agreement which deal with wages or other direct monetary compensation shall be re-opened annually for negotiations. Re-opening of those sections shall not constitute an opening of the other sections of this Agreement.

**ARTICLE XXXIX
EDUCATIONAL BONUS**

Section 1. All members of the bargaining unit who have obtained a baccalaureate degree shall receive a bonus of nine hundred (\$900.00) dollars per year added to their regular earnings.

Section 2. All members of the bargaining unit who have obtained a two-year associates degree shall receive a bonus of four hundred fifty (\$450.00) dollars per year added to their regular earnings.

Section 3. The items contained in this Article are subject to annual negotiations.

ARTICLE XL BASE PAY

Section 1. Beginning March 1, 1985, the base pay for members of the bargaining unit shall be twenty thousand five hundred eighty-eight dollars and six cents (\$20,588.06).

Section 2. During the first year of service on the Fort Wayne Police Department, members of the bargaining unit shall be paid eighty percent (80%) of the base. That amount beginning March 1, 1985, shall be sixteen thousand four hundred seventy dollars and forty-five cents (\$16,470.45).

Section 3. During the second year of service on the Fort Wayne Police Department, members of the bargaining unit shall be paid ninety percent (90%) of the base. That amount beginning March 1, 1985, shall be eighteen thousand five hundred twenty-nine dollars and twenty-five cents (\$18,529.25).

Section 4. During the third year of service on the Fort Wayne Police Department, members of the bargaining unit shall be paid ninety-five percent (95%) of the base. That amount beginning March 1, 1985, shall be nineteen thousand five hundred fifty-eight dollars and sixty-six cents (\$19,558.66).

Section 5. Each of the above amounts shall be paid in twenty-six equal payments. These payments shall be every two (2) weeks.

Section 6. Only the compensation referred to in this Article XL shall be counted for pension purposes.

ARTICLE XLI DETECTIVE PAY

Section 1. Detective II Rating and Bonus shall be given to all members of the bargaining unit who are classified as Detectives and who have completed two (2) years of service.

Section 2. Detective I Rating and Bonus shall be given at the discretion of the Chief of Police.

Section 3. Bonus for a Detective II shall be three hundred (\$300.00) dollars per year added to their regular earnings.

Section 4. Bonus for Detective I shall be five hundred (\$500.00) dollars per year added to their regular earnings.

Section 5. Only those members of the bargaining who are assigned as Detectives shall be paid Detective Pay and only for such time as they continue to be so assigned.

Section 6. Each member of the bargaining unit who performs the services listed above shall be paid the appropriate bonus. Officers not performing those services shall not be paid those bonuses.

Section 7. The items contained in this Article shall be subject to annual negotiations.

**ARTICLE XLIII
DURATION AND CHANGE**

Section 1. This Agreement shall become effective at 12:01 a.m. May 20, 1985 and shall remain in full force and effect until 11:59 p.m. May 19, 1988 and thereafter from year to year unless either party shall give notice in writing sixty (60) days in advance of such last termination date to the other party of its desire to amend or terminate same. Such notification shall be made by Certified Mail, return receipt requested.

Section 2. No agreement, waiver, alteration, understanding, variation or modification of any terms or conditions contained herein shall be made by any employee or group of employees, with the Employer, and in no case shall it be binding upon the parties hereto, unless such Agreement is made and executed in writing between the parties.

ARTICLE XLII

UNION'S RIGHT TO ADDRESS RECRUIT CLASSES

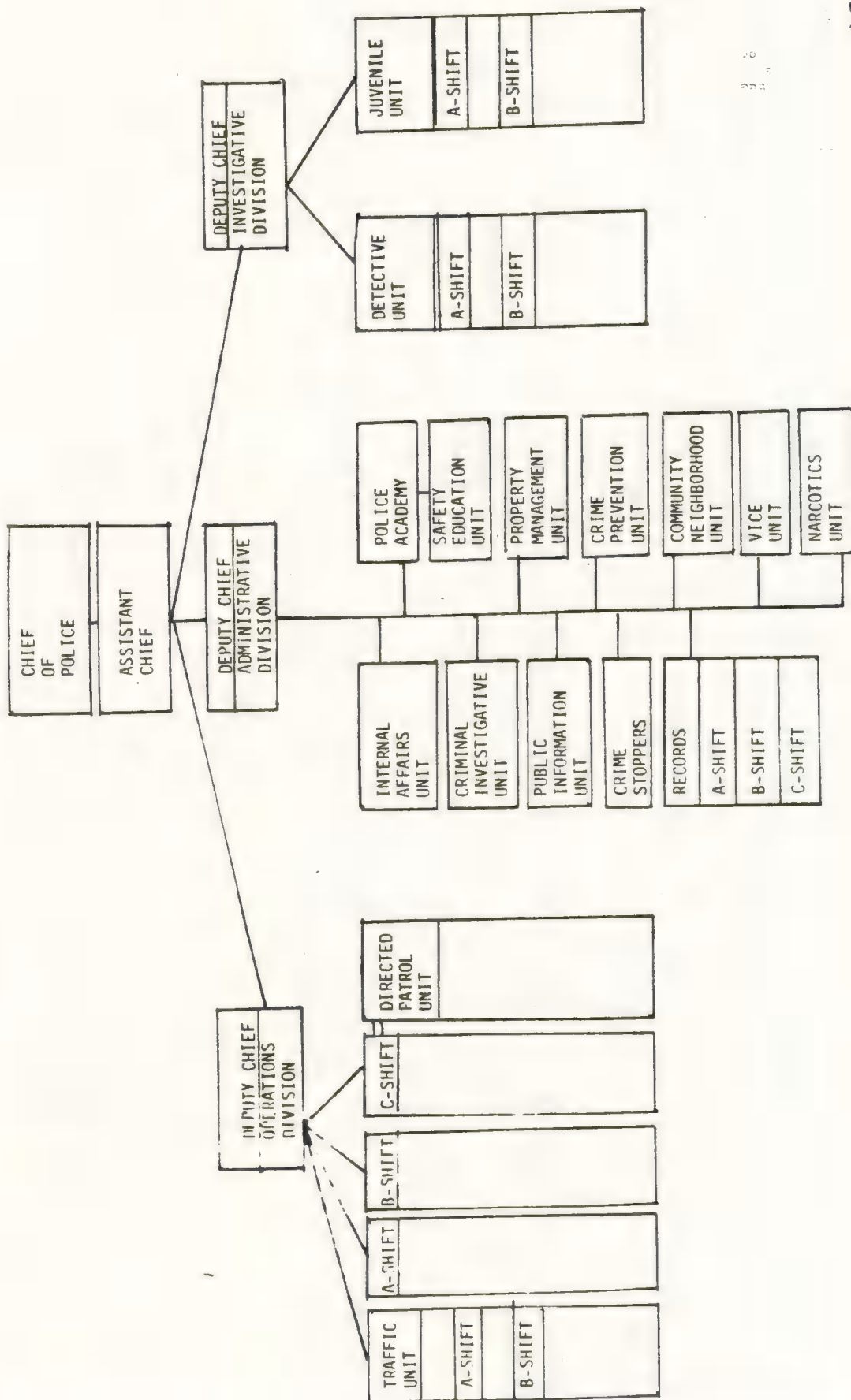
The Union shall have the right to sufficient time to address each new recruit class during training. This time shall be established as a regular part of the training schedule.

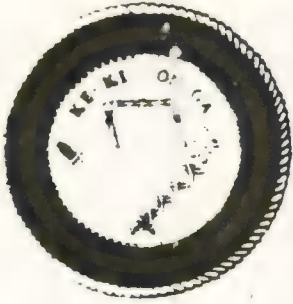
**ARTICLE XLIV
COURT TIME COMPENSATION**

Section 1. Officers who are required to attend court on off-duty hours shall be compensated in the following manner:

- a. Officer receives pay for one and one-half (1-1/2) the actual time spent in court.**
- b. Officer receives one (1) hour travel time at his/her straight time hourly rate.**

Section 2. Court time hourly rate is determined by dividing the officer's base pay by the that officer's hours worked on an annual schedule.





The City of Fort Wayne

This Addendum is to the agreement effective 12:01 a.m. March 24, 1981 until 11:59 p.m. March 23, 1983 between the City of Fort Wayne, Indiana and the Fort Wayne Patrolmen's Benevolent Assn., Inc.

The Addendum by and between the parties is as follows:

Job Bidding For K-9 Officers

1. The opening for a K-9 officer shall be posted according to the department procedures and union contracts.
2. Only officers with up to fifteen (15) years of service in the department will be considered for a K-9 position. Officers in the K-9 program or bidding for a position as a K-9 officer which the officer held within the prior six months from the position being abolished shall be grandfathered.
3. The following shall be considered in selecting the officer.
 - A. The officer shall be in present good physical condition, I.E. within weight guidelines for his/her height and able to run a minimum of two miles within fifteen minutes.
 - B. The officer must be a property owner with adequate space available for the housing of the animal at the officer's expense.
 - C. The officer and his family shall be interviewed by the K-9 Sergeant or if none, the K-9 trainer. The interviewer shall make recommendations to the Chief of Police as to the officer's and his/her family's suitability for the K-9 program and caring for and maintaining a K-9.
 - D. A complete background investigation shall be conducted by Internal Affairs of the officer. The background qualifications of a K-9 officer shall be considered differently than that of a non-K-9 officer.
 - E. The internal affairs officer shall interview all neighbors where the prospective K-9 officer lives as to their reaction to the officer housing a K-9 animal. Neighbors at least two residences deep surrounding the officer's property shall be interviewed.

An Equal Opportunity Employer

One Main Street, Fort Wayne, Indiana 46802





The City of Fort Wayne

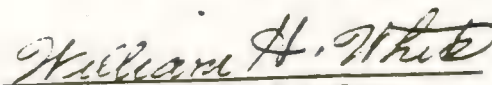
4. The prospective candidates and their family shall receive an orientation and demonstration of the use and training of the K-9 animals, with each candidate participating in the orientation program. Based on the orientation, the K-9 Sergeant and trainer shall make recommendations regarding officers who would not be suited to the K-9 program.
5. An officer must pass all of the above described guidelines to be considered a finalist for the K-9 position. All else being equal, the position will be awarded to the officer with the highest departmental seniority.

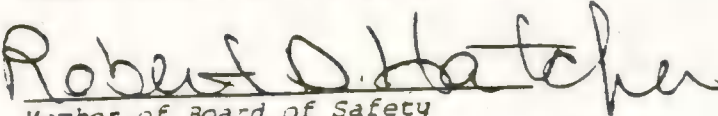
In witness thereof, the parties have caused this agreement to be executed by their respective officers and representatives thereunto duly authorized this day of December, 1982.

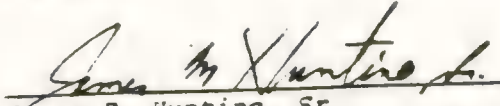
FOR THE CITY OF FORT WAYNE

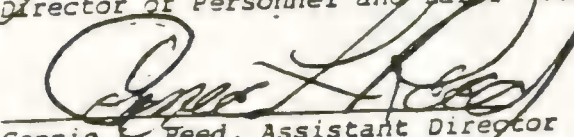

Winfield C. Moses, Jr. Mayor


Chairperson, Board of Safety


Member of Board of Safety

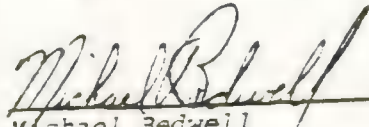

Member of Board of Safety

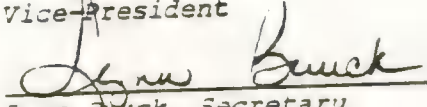

James R. Huntine, Sr.
Director of Personnel and Labor Relations



Connie L. Reed, Assistant Director
of Personnel and Labor Relations

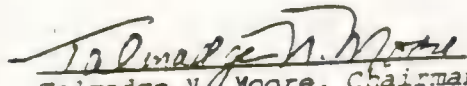
FOR THE FORT WAYNE
PATROLMEN'S BENEVOLENT
ASSOCIATION, INC.


Jon W. Jones, President


Michael Bedwell
Vice-President


Lynn Bruck, Secretary


Jerome Ridley, Treasurer


Talmadge N. Moore, Chairman
Executive Board



The City of Fort Wayne

This Addendum is to the agreement effective 12:01 a.m. March 24, 1981 until 11:59 p.m. March 23, 1983 between the City of Fort Wayne, Indiana and the Fort Wayne Patrolmen's Benevolent Assn., Inc.

The Addendum by and between the parties is as follows:

Job Bidding For K-9 Officers

1. The opening for a K-9 officer shall be posted according to the department procedures and union contracts.
2. Only officers with up to fifteen (15) years of service in the department will be considered for a K-9 position. Officers in the K-9 program or bidding for a position as a K-9 officer which the officer held within the prior six months from the position being abolished shall be grandfathered.
3. The following shall be considered in selecting the officer.
 - A. The officer shall be in present good physical condition, I.E. within weight guidelines for his/her height and able to run a minimum of two miles within fifteen minutes.
 - B. The officer must be a property owner with adequate space available for the housing of the animal at the officer's expense.
 - C. The officer and his family shall be interviewed by the K-9 Sergeant or if none, the K-9 trainer. The interviewer shall make recommendations to the Chief of Police as to the officer's and his/her family's suitability for the K-9 program and caring for and maintaining a K-9.
 - D. A complete background investigation shall be conducted by Internal Affairs of the officer. The background qualifications of a K-9 officer shall be considered differently than that of a non-K-9 officer.
 - E. The internal affairs officer shall interview all neighbors where the prospective K-9 officer lives as to their reaction to the officer housing a K-9 animal. Neighbors at least two residences deep surrounding the officer's property shall be interviewed.

An Equal Opportunity Employer

One Main Street, Fort Wayne, Indiana 46802



The City of Fort Wayne

4. The prospective candidates and their family shall receive an orientation and demonstration of the use and training of the K-9 animals, with each candidate participating in the orientation program. Based on the orientation, the K-9 Sergeant and trainer shall make recommendations regarding officers who would not be suited to the K-9 program.
5. An officer must pass all of the above described guidelines to be considered a finalist for the K-9 position. All else being equal, the position will be awarded to the officer with the highest departmental seniority.

In witness thereof, the parties have caused this agreement to be executed by their respective officers and representatives thereunto duly authorized this day of December, 1982.

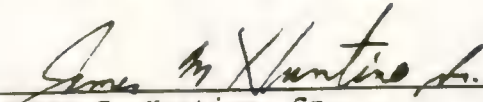
FOR THE CITY OF FORT WAYNE

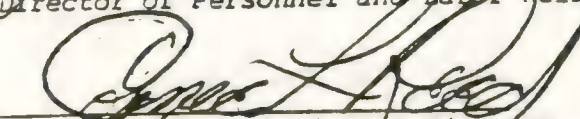

Winfield C. Moses, Jr. Mayor


Chairperson, Board of Safety


Member of Board of Safety



Member of Board of Safety

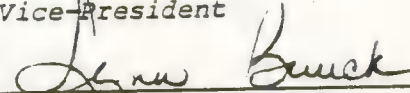

James R. Huntine, Sr.
Director of Personnel and Labor Relations



Connie L. Reed, Assistant Director
of Personnel and Labor Relations

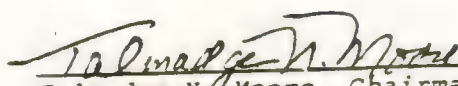
FOR THE FORT WAYNE
PATROLMEN'S BENEVOLENT
ASSOCIATION, INC.


Jon W. Jones, President


Michael Bedwell
Vice-President


Lynn Buuck, Secretary


Jerome Ridley, Treasurer

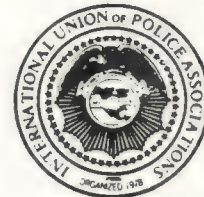

Talmadge N. Moore, Chairman
Executive Board



Patrolmen's **B**enevolent **A**ssn.

LOCAL #15

International Union Of Police Associations
AFL-CIO



LETTER OF AGREEMENT

This letter shall be included as an Addendum to the 1985 labor Agreement between the City of Fort Wayne, Indiana and the Fort Wayne Patrolmen's Benevolent Association, Inc., Local 15 of the International Union of Police Associations, AFL-CIO.

The Addendum by and between the parties is as follows:

1. The present "Directed Patrol Unit" will be disbanded and those officers assigned thereto will now be assigned to the Operations Division, Uniform Unit, C-Shift. Those officers shall have immediate bidding rights to bid for precinct (north, south or other).

2. All officers presently assigned as swing officers on each of the Operations Division Uniform shifts shall have immediate bidding rights to bid for precinct (north, south or other). All officers presently occupying a bid district shall remain assigned to the north or south precinct (which ever they normally report to now).

3. It is agreed that management has the right to shift the manpower to accomodate their needs (such as north to south). When the need arises, those temporary shifts of manpower shall be made by inverse seniority.

4. It is agreed that management may find it necessary to move officers from early to late (or late to early) within a shift. It is also agreed that an officer shall not be moved in this manner more than once every six (6) months.

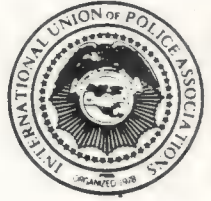
5. The dividing line between precincts for bidding purposes shall be the Penn Central Railroad.



Patrolmen's **B**enevolent **A**ssn.

LOCAL #15

International Union Of Police Associations
AFL-CIO

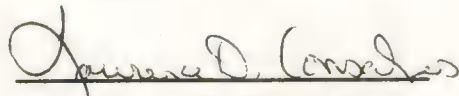


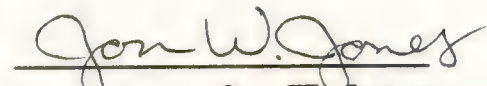
6. The holiday work bidding time as called for in Article XIV of the 1985 Labor Agreement shall be waived for the 1985 Memorial Day. Officers shall have a five (5) day period in which to bid for Memorial Day starting May 20, 1985 and ending May 24, 1985. Only those officers normally scheduled to work that day may bid to work the holiday.

7. It is understood and agreed by the parties that this Addendum is contingent on ratification of the Labor Agreement by the members of the Patrolmen's Benevolent Association in their May 18, 1985 meeting.

FOR THE CITY

FOR THE UNION


Lawrence D. Consalvos
Director of Public Safety


Jon W. Jones
President

Date 5/23/85

Date 5-23-85

AGREEMENT

This written Agreement is entered into on this 23rd day of May, 1985, by and between the City of Fort Wayne, Indiana, and the Fort Wayne Patrolmen's Benevolent Association, Inc., Local 15 of the International Union of Police Associations, AFL-CIO.

WHEREAS: The Fort Wayne Patrolmen's Benevolent Association, Inc., has been recognized and is recognized as the sole collective bargaining agent by the City of Fort Wayne, Indiana, for certain members of the Fort Wayne Police Department;

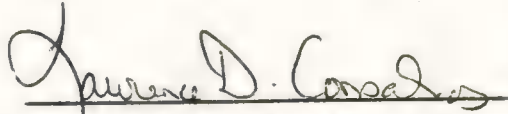
NOW THEREFORE: The City of Fort Wayne, Indiana, agrees to recognize the Fort Wayne Patrolmen's Benevolent Association, Inc., as the sole collective bargaining agent for Patrolmen below the rank of Sergeant in the Fort Wayne Police Department.

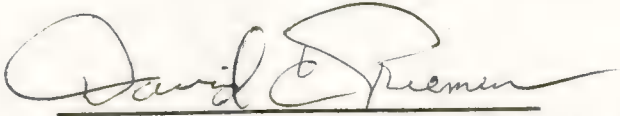
In witness thereof, the parties have caused this Agreement to be executed by their respective officers and representatives thereunto duly authorized this 23rd day of May, 1985.

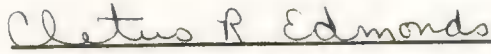
Now

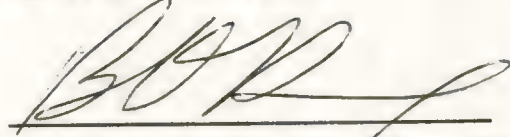
FOR THE CITY OF FORT WAYNE:


Win C. Moses, Jr., Mayor

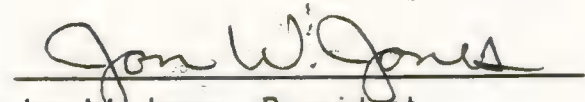

Lawrence D. Consalvos,
Director, Division of Safety



David C. Riemen, Chief of Police


Cletus R. Edmonds, Labor
Relations Director



Bruce O. Boxberger, Corporation
Counsel (City Attorney)


FOR THE FORT WAYNE PATROLMEN'S
BENEVOLENT ASSOCIATION, INC.:

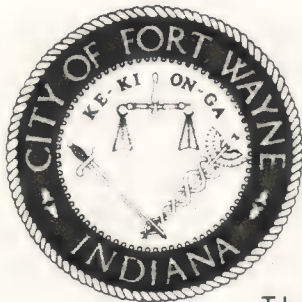

Jon W. Jones, President


David J. Becher, Vice-President


Harry E. Schane, Treasurer


Joseph A. Cox, Executive Board
Member


T. Neil Moore, Jr., Bargaining
Committee Member



The City of Fort Wayne

LETTER OF AGREEMENT between
The CITY OF FORT WAYNE, INDIANA and
The PATROLMEN'S BENEVOLENT ASSOCIATION LOCAL 15

The following represents the understanding reached during meetings between representatives of the Fort Wayne Police Department and P.B.A. Local 15 with respect to determining total number of vacation days, holidays, and personal days due an employee on date of retirement or date of resignation:

1. Vacation days, as identified in Article XIII of the labor agreement, shall be for full years of service only, with the exception of the 0 - 6 months and 6 months through 1 year increments.
2. Employees resigning during a given year will be credited with one-twelfth (1/12) of the total number of vacation days to which they are eligible for each month in which they have worked.
3. Employees who retire during a year shall be granted their entire vacation entitlement.
4. Employees shall be credited with one personal day if they retire or resign during the first six months of the year. Employees who resign or retire subsequent to June 30 of any year shall be credited with two personal days.
5. Pay for vacation days or personal days that were taken and not accrued shall be deducted from the employee's termination settlement.
6. Employees shall be compensated in accordance with contractual provisions for holidays that have accrued at time of severance.

Grievance 85-E-5 is settled in accordance with this Letter of Agreement.

FOR THE CITY:

Cletus R. Edmonds

Cletus R. Edmonds
Director of Labor Relations

FOR THE UNION:

David J. Vecher

David J. Vecher
President

Dated: April 2, 1986



The City of Fort Wayne

LETTER OF AGREEMENT

This letter shall be included as an Addendum to the 1985 Labor Agreement between the City of Fort Wayne, Indiana, and the Fort Wayne Patrolmen's Benevolent Association, Inc., Local 15 of the International Union of Police Associations, AFL-CIO. The Addendum by and between the parties is as follows:

Martin Luther King's Birthday shall be recognized as a Holiday for members of the bargaining unit, beginning in 1986.

FOR THE CITY:

Cletus R. Edmonds

Cletus R. Edmonds
Director of Labor Relations

Lawrence D. Consalvos

Lawrence D. Consalvos
Director of Public Safety

David C. Riemen

David C. Riemen
Chief of Police

Dated: December 20, 1985

FOR THE UNION:

David J. Becher

David J. Becher,
President

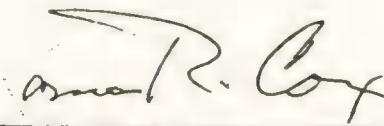
ity steps by calculating the step size on a percentage basis. The spread between officers with various levels of service would be disproportionate, would automatically become large with each general increase and, most significantly, substantially larger steps for more service are not justified by any evidence before me.

In making my Award I have given special consideration to the wage costs and the effect on pension costs that wage and longevity increases exert. I have reviewed the proposals made in bargaining. I have studied the comparable wage data and directed my attention to the budgetary analysis provided by Mr. Haley and Edward Fennell. I find the following Award to be both within the capacity of the City to pay, consistent with the increases in comparable cities and justified after reviewing all the factors set forth in the Ordinance.

AWARD

20,948.35
The base pay level of \$20,588 shall be increased 1.75% (\$360.29) and ~~longevity factor of \$30.00 times each year of service after year four and commencing with year five shall be instituted.~~ For example, Patrolmen with four years service receive base pay; with five years, base plus \$30.00; six years, base plus \$60.00; seven years, base plus \$90.00, etc.

Should there be any questions concerning this Award, I will retain jurisdiction.


James R. Cox,
Arbitrator

Dated November 26, 1985
at Chicago, Illinois.

SALARY REPORT 1986
CITY OF FORT WAYNE

SUMMARY

As a part of the City of Fort Wayne's Wage and Salary Policies, periodic surveys of competitive wages are conducted. The last such survey was conducted in 1983, prior to the adjustments of top level salaries in 1985.

This survey was conducted in June 1986. It includes about 21 cities similar in size to Fort Wayne from all parts of the country, as well as eight local employers with functions similar to those included in the survey. Twenty representative positions from City and Utilities departments were used for comparison.

Results indicated that Fort Wayne City salaries have fallen slightly behind the average of other cities over the last few years when compared to the results of the 1983 Study. They continue to lag behind local private sector employment, however the slope of the regression curve used for comparison of trend lines indicates that the pattern of pay for Fort Wayne is coming more in line with both labor markets used for comparison. This probably can partially be attributed to the 1985 adjustments of top level positions.

Figure 1 compares Actual Fort Wayne pay for the representative 20 jobs to pay in the responding local organizations and other cities. City Pay Policy midpoints (from the 1986 Salary Ordinance) were also compared to the competitive data in Figure 2. According to the data analyzed, City salaries run about 7% behind the average of those in other cities and about 11% behind local private sector pay for similar jobs. Pay midpoints are about 12% behind other cities and 15% behind local private sector. The projected 4% general increase in 1987 would reduce the actual pay differentials to 4% and 8% respectively.

As before, Fort Wayne salaries tend to run slightly ahead at the lower levels and farther behind at the upper levels, although this is not nearly as severe as in the 1983 study. The regression analysis is somewhat deceptive in that the City actually has no positions at the Labor Grade 1 and 2 levels, so this data has no meaning other than as part of the mathematical model. Also, actual salaries for top level positions are somewhat closer to those in other cities than the regression analysis indicates.

Based upon this survey, it can reasonably be concluded that the City's pay practices are keeping City of Fort Wayne positions competitive with similar positions in other cities of similar size and local organizations with similar jobs. However, Fort Wayne remains in the lower part of the competitive range. Surveys should be conducted more frequently over the next few years to prevent a further erosion that might take City salaries out of the competitive range and lead to costly turnover problems.

ATTACHMENTS

FIGURE 1, COMPARISON TO FORT WAYNE ACTUAL SALARIES
FIGURE 2, COMPARISON TO FORT WAYNE PAY POLICY
TABLE 1, REGRESSION ANALYSIS OF SURVEY DATA
LISTING OF PARTICIPATING CITIES AND LOCAL COMPANIES
SURVEY LETTER AND FORMS

FIGURE 1, COMPARISON TO F.W. ACTUAL SALARIES

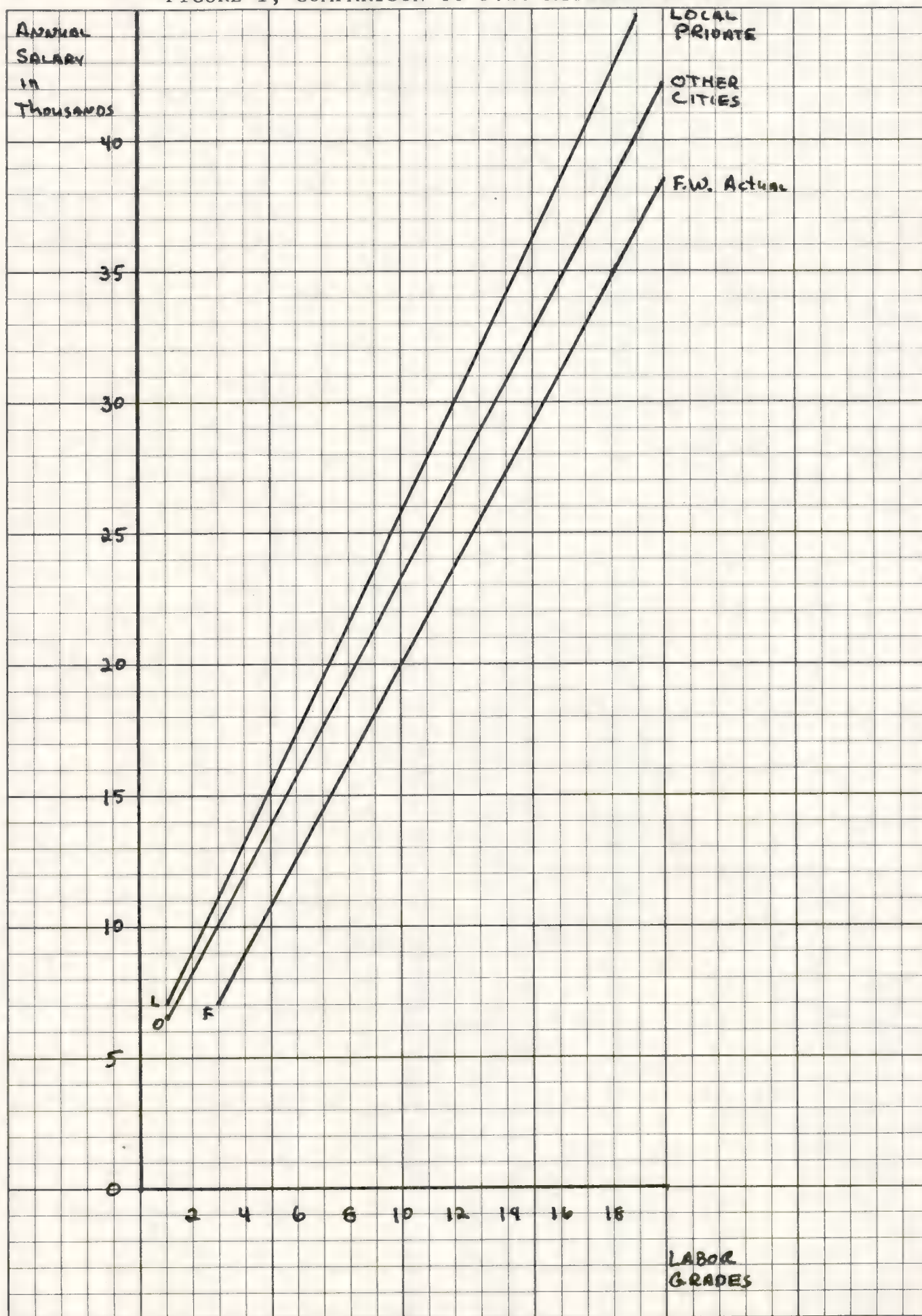


FIGURE 2, COMAPRISON TO F.W. PAY POLICY MIDPOINT

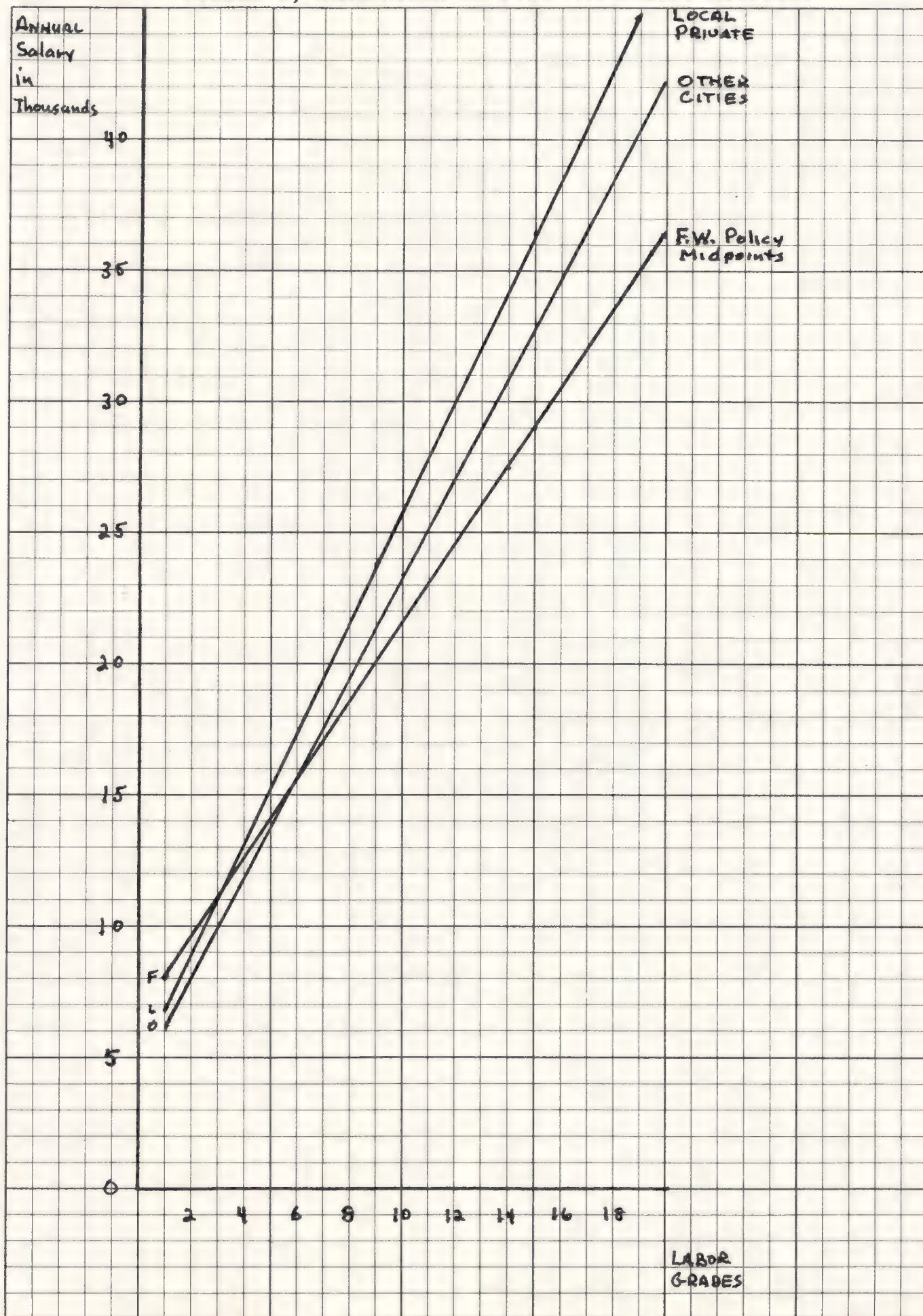


FIGURE 3. 1983 COMPARISONS

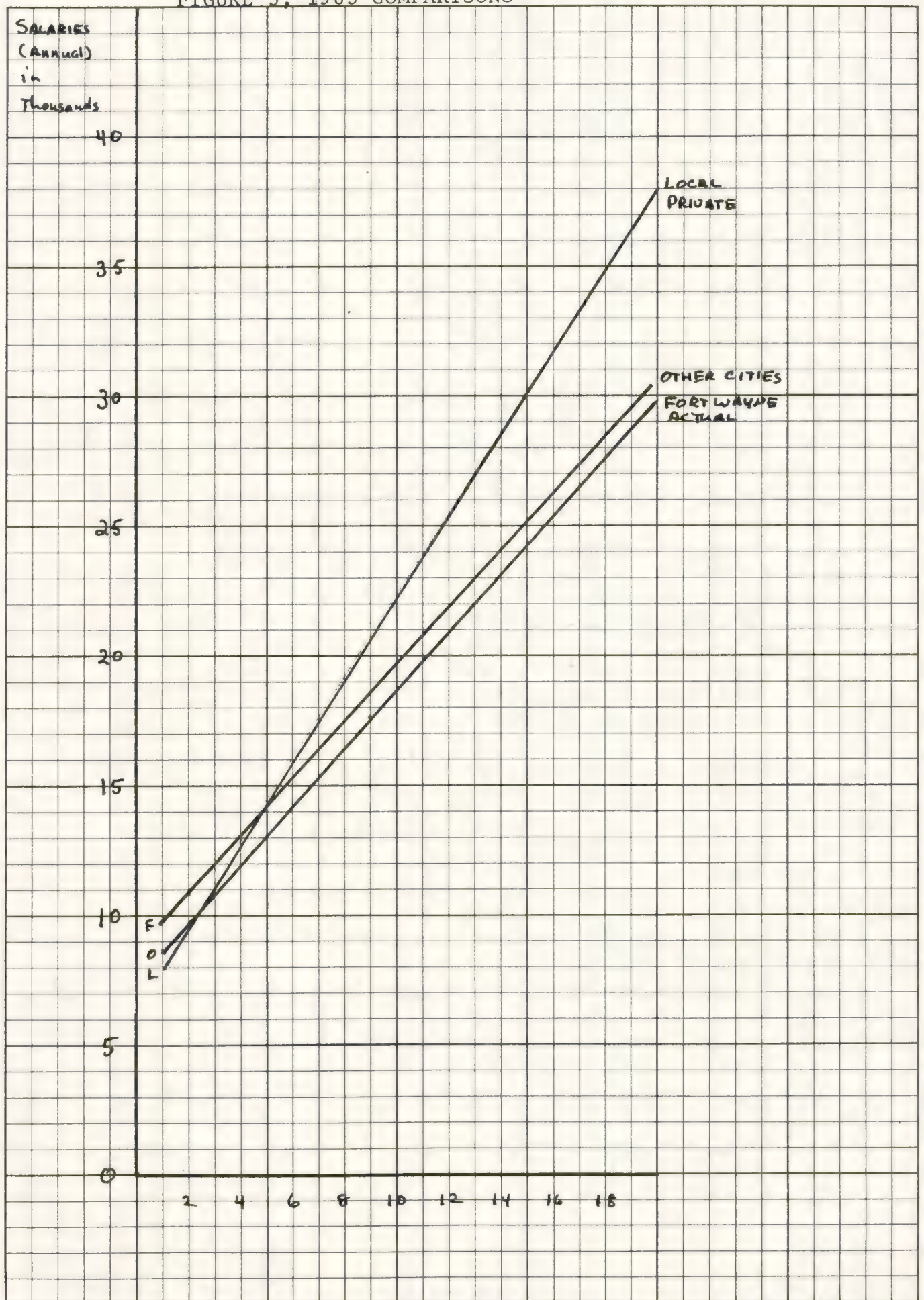


TABLE 1

REGRESSION ANALYSIS OF SURVEY DATA

PRIVATE SECTOR	OTHER CITIES	FORT WAYNE POLICY
----------------	--------------	-------------------

1.	\$6961	\$6120	\$9700 *
2.	9167	8050	10912 *
3.	11373	9979	12125
4.	13579	11909	13337
5.	15785	13838	14550
6.	17991	15768	15761
7.	20197	17697	16974
8.	22403	19627	18187
9.	24609	21556	19399
10.	26815	23486	20612
11.	29021	25415	21824
12.	31227	27345	23037
13.	33433	29274	24249
14.	35639	31204	25461
15.	37065	31133	26767
16.	40651	35063	29418 **
17.	42257	36992	32735 **
18.	44463	38922	36323 **
19.	46669	40851	40359 **
n =	8	21	n/a
r =	.99	.93	.98
a =	4755	4191	8498
b =	2205	1929	1212

* No positions at these levels in Fort Wayne

** Separate regression based upon 1985 increases

LISTING OF PARTICIPATING CITIES AND LOCAL ORGANIZATIONS

CITIES

Shreveport, Louisiana
Tampa, Florida
Greensboro, North Carolina
Lincoln, Nebraska
Kansas City, Kansas
Springfield, Missouri
Worcester, Mass.
Salt Lake City, Utah
Dayton, Ohio
Tacoma, Washington
Huntsville, Alabama
Richmond, Virginia
Rochester, New York
Erie, Penn.
Boise, Idaho
Peoria, Illinois
Jackson, Mississippi
Knoxville, Tenn.
Reno, Nevada
Little Rock, Arkansas

LOCAL ORGANIZATIONS

Midwestern United Life
Summit Bank
Magnavox
Bonar & Associates
Indiana & Michigan Electric Co.
GTE of Indiana
Lincoln National Bank
Lincoln National Life Insurance



The City of Fort Wayne

DEAR EMPLOYER:

As a part of the City of Fort Wayne's Salary Review process we are again asking you to help out by completing the simple survey questionnaire attached.

As in years past, we are supplying you with a brief summary of 20 positions we have designated for the review. Please see if you have similar types of positions in your organization, even if your titles are different than ours. Match job requirements and duties with any positions in your organization, and if you do not have a match, please share with us the information for those jobs on the single page worksheet attached. We are asking for number of persons in the position, the actual salary for incumbents and information about your salary policy including your policy minimum, midpoint and maximum.

In addition, this year, we are surveying to determine whether your organization has implemented any type of performance incentive or productivity reward system. We are in the process of implementing such a program here and are interested in finding out how such programs are.

As in past years, we will keep all information supplied confidential as to source and will supply all those who respond with a copy of our results and the report we make to our City Council.

Thank you very much for your cooperation, and we look forward to hearing from you in the next few weeks.

Sincerely yours,

David P. Swinehart
Personnel Consultant

CITY OF FORT WAYNE
1986 SALARY DATA SHEET
WORKSHEET

Pay Frequency:

Respondent _____

Circle one Wkly Bi-wkly mo ann

OUR POSITION TITLE	NO. ACTUAL AVE		PD. START	PAY POLICY RATES		
	PERS	SALARY		MID	TOP	
1. Receptionist/typist						
2. Secretary V						
3. Executive Secretary						
4. Records Bureau Tech						
5. Systems Analyst						
6. Sr. Finance Spec.						
7. Budget & Fin. Mgr.						
8. Deputy Controller						
9. Director of Personnel						
10. Inspector B						
11. Drafting Tech. A						
12. Dispatcher						
13. Project Engineer (PE)						
Engineering						
14. Tech Services Mgr.						
15. Parking Attendant						
16. Gardner-Helper						
17. Equip. Opr. A						
18. Painter 1st Class						
19. Mechanic						
20. Crew Foreman						

TITLE	MINIMUM HIRING REQUIREMENTS	GENERAL FUNCTIONS & REPRESENTATIVE ACT
RECEPTIONIST/ TYPIST	High School education plus ability to type 40 wpm	Answers & routes calls and greets visitors and provides clerical support under direct supervision. Does light typing, distributes mail and may operate office machines.
MATCH		
NO MATCH		
SECRETARY V	High School education plus one year office experience and ability to type 50 wpm	Performs routine clerical duties in a department including typing forms and correspondence, screens calls and walk-ins. Files, keeps routine logs and records, keeps track of office supplies and operates office machines.
MATCH		
NO MATCH		
EXECUTIVE SECRETARY VIII	High School education plus specialized office skills courses. Ability to type 75 wpm and take dictation at 100 wpm . Four years secretarial experience	Serves as personal secretary and office manager for top executive of City. In addition to regular clerical duties, must be able to deal with problems and keep executive on schedule. Directs the work of several clerical personnel.
MATCH		
NO MATCH		
RECORDS BUREAU TECHNICIAN	High School plus two yrs education in police-related field and pass test on this knowledge. Must pass security clearance.	Performs a variety of duties related to police recordkeeping including fingerprinting, taking pictures, lifting prints, making sketches. Operates standard office equipment and radio console. Logs calls. Assembles, files and retrieves police criminal records.
MATCH		
NO MATCH		
SYSTEMS ANALYST	Four years college prep- aration in computer science and four to five years of experience in programming and systems work.	Plans, consults and advises departments on projects to develop better uses for data processing services and coordinates with other departments to provide best use of data processing time and equipment. Manages other Data Processing personnel in completing projects.
MATCH		
NO MATCH		

TITLE	MINIMUM HIRING REQUIREMENTS	GENERAL FUNCTIONS & REPRESENTATIVE ACT.
SENIOR FINANCE SPECIALIST	Masters degree in finance, business accounting or urban economics and three years experience in economic development or financing.	Oversees local development corporation loan programs. Assists small business in obtaining financing for development and expansion. Coordinates with business associations, financial institutions and City officials.
MATCH		
NO MATCH		
BUDGET & FINANCE MANAGER	Degree in Business Admin with advanced work in Finance and accounting plus six years experience in a parks and recreation system.	Keeps or oversees the keeping of all records for a multi million dollar parks and recreation operation. Prepares budgets and authorizes expenditures in accordance with plans. Manages the business office operations. Advises the governing board on financial matters
MATCH		
NO MATCH		
DEPUTY CITY CONTROLLER	Degree in Business Admin with advanced work in Finance and accounting plus six years experience in public sector accounting.	Maintains accurate records of income and expenses and fund balances in accordance with state law, and invests idle funds in short term instruments. Prepares tax statements and operating budgets. Manages a staff of professionals and clerical personnel.
MATCH		
NO MATCH		
DIRECTOR OF PERSONNEL	Degree in Business Admin with advanced work in Management and Personnel plus six to eight years experience in human resource management.	Advises Top management and assists in the development and implementation of City-wide policies, practices and programs. Responsible for recruitment, selection, orientation, compensation and benefit programs, personnel record keeping, transfers, upgrades and termination/layoffs. Manages staff and coordinates other human services.
MATCH		
NO MATCH		

TITLE	MINIMUM HIRING REQUIREMENTS	GENERAL FUNCTIONS AND REPRESENTATIVE ACT
INSPECTOR B	High School education plus two years experience in civil engineering construction inspection. Ability to read engineering specifications and drawings.	Visually inspects materials and work on street, sewer, water and other related construction. Must be able to compare actual work with technical specification and keep records of inspection.
MATCH		
NO MATCH		
DRAFTING TECHNICIAN A	Certificate from a technical school in engineering or drafting and five years experience in public works drafting.	Under general supervision prepares drawings and final plans for all engineering construction projects or land and utility mapping projects.
MATCH		
NO MATCH		
DISPATCHER	High School plus some technical training in Radio Telephone Operations and Emergency Medical Tech. Plus several years experience in public safety operations. Must hold FCC RTO permit and pass security clearance.	Receives and transmits messages and requests for assistance to police, fire and EMS personnel using radio. Answers citizens emergency calls. Monitors fire alarm systems. Tests and makes minor adjustments and repairs on equipment. Works with computerized law enforcement files.
MATCH		
NO MATCH		
PROJECT ENGINEER (PE)	College Degree in Engineering and four to six years professional experience. Must qualify for Indiana Professional Engineer License.	Under general direction, coordinates projects on water distribution, sewer systems, street capital improvement. Directs the work of engineers, drafters, survey crews and inspectors and works closely with construction companies performing the work.
MATCH		
NO MATCH		
ENGINEERING TECH SERVICE MANAGER	College degree in engineering and eight years management experience in various construction engineering specialties	Manages the operations of a central engineering services pool with drafters, surveyors and inspectors. Responsible for accumulating and billing services to project accounts. Directs other special services such as word processing, reproduction and test lab. Coordinates with other department managers needing services.
MATCH		
NO MATCH		

TITLE	MINIMUM HIRING REQUIREMENTS	GENERAL FUNCTIONS & REPRESENTATIVE ACT
PARKING ATTENDANT	High school plus ability to handle money.	Collects parking slips and money and makes change. Checks cars in garage at beginning and end of shift. Keeps a record of money taken in and takes cash to collection point.
MATCH		
NO MATCH		
GARDNER-HELPER	Education equivalent to high school. Must be physically able to lift and carry and operate equipment	Under direct supervision assists in planting, care and maintenance of floral and ornamental plantings in City's park system.
MATCH		
NO MATCH		
EQUIPMENT OPERATOR A	High School plus two to four years experience in operation and care of heavy motor vehicles and equipment.	Operates paver, bulldozer, grade-all, oil distributor and graders in the maintenance and repair of streets and alleys. Must be able to perform basic equipment maintenance.
MATCH		
NO MATCH		
PAINTER FIRST CLASS	High School plus three to four years experience as a professional painter.	Oversees operations of paint crew in painting of street lines and markings and fabrication, painting and placement of uniform traffic signs.
MATCH		
NO MATCH		
MECHANIC	High School plus technical school training in heavy equipment maintenance and repair. Three years work experience as a mechanic	Inspects, diagnoses and repairs mechanical defects in automobiles, trucks, tractors, hi-rangers, and other types of construction equipment. Must be competent in all systems.
MATCH		
NO MATCH		
CREW FOREMAN	High school plus six to eight years experience or college level courses in management or supervision.	Directs the work of construction or maintenance crews in maintaining streets, alleys and sidewalks. Carries out special orders and projects for department management.
MATCH		
NO MATCH		

DEPARTMENT:

TO: All City and Utilities Department Heads

FROM: Betty Collins, Director of Personnel

SUBJECT: Annual Salary Ordinance Review

The annual process of preparing for submission of the City and Utilities Salary Ordinance begins with a review of existing data and changes since the last ordinance.

This year we will work through the Division Directors in gathering the information for our preparation. Attached you will find:

- A) a copy of the section of the 1986 Salary Ordinance relating to your department;
- B) a copy of the current payroll printout of the personnel actively employed in your department, by labor grade and job title.

Please match these up to be sure that the ordinance accurately reflects all the position titles you will require for your department in 1987. Also, if there are any new positions you will require (or which have been created temporarily since the last ordinance), or any positions which have been changed substantially over the past year due to technological change of the effects of position consolidation in staff cutbacks, please indicate these on a separate sheet along with the new job description. You will receive a position justification questionnaire and a job analysis questionnaire to complete on any changes. These forms will be distributed and reviewed by your Division Director before they are returned to Personnel.

Also, although financial considerations dictate conservative fiscal practices this year, it may be necessary to make some equity adjustments. These also must be justified individually and approved on a case by case basis by your Division Director. A written one-page justification must be submitted with each request for equity adjustment specifying as a minimum:

- A) amount of change (including percentage total increase proposed);
- B) reason for change including specific data on causes for the inequity (do not speculate or list opinions, only hard facts);
- C) affect of this and other equity adjustments proposed on the departmental budget (how much will all increases cost).

Preliminary responses must be in to Divisional Directors by May 9, 1986 and back up data including justifications and job analysis must be approved and returned to Personnel not later than NOON May 14, 1986. Any department not responding by that time will not be able to include any reevaluations in the 1987 ordinance.

UNION -- NONUNION--

DEPT. _____

INFORMATIONAL QUESTIONNAIRE
POSITION DESCRIPTION CHANGE / NEW JOB INFORMATION

OLD TITLE _____ NEW TITLE _____

1. SPECIFICALLY, WHAT DUTIES HAVE BEEN ADDED?

2. WHAT DUTIES HAVE BEEN DELETED?

3. WHAT TECHNOLOGICAL OR ORGANIZATIONAL CHANGES NECESSITATED
THESE CHANGES ?

4. HOW HAS (WILL) THIS CHANGE IMPROVED SERVICE?

5. WHAT ARE THE NEW MINIMUM HIRING QUALIFICATIONS?

A. EDUCATION

B. EXPERIENCE (SPECIFY WHAT KIND)

C. SKILLS AND ABILITIES

D. LICENSES OR CERTIFICATIONS

6. Does the incumbent possess these qualifications yes -- no--

JOB ANALYSIS QUESTIONNAIRE

Reviewed by _____

Submitted _____
(Date)

NAME _____ DATE _____
(Person Preparing Questionnaire)

JOB TITLE _____ DEPARTMENT _____

A. Educational Requirements

1.) Which of the following would you consider to be the minimum requirements necessary to perform the duties of this job?

- _____ a.) Less than high school. (i.e. ability to read, write, do simple mathematics).
- _____ b.) High school graduate. (i.e. knowledge of grammar, punctuation, higher mathematics).
- _____ c.) High school education, plus advanced training. (i.e. ability to understand formulae, charts of a science).
- _____ d.) Complete a college degree. (i.e. knowledge of a body of principles, methods, etc. in a speciality area).
- _____ e.) Completion of a Masters Degree. (i.e. knowledge of advanced concepts, techniques in a speciality area).

2.) List any special training, licenses, or certifications required for entry into this job. (Can skills be acquired in any other way)?

B. Experience

1.) How much experience in the same, or related, work must a person have prior to being hired into this position? (i.e. 6 months, 2 to 3 years, 5 years).

2.) What type of experience should this be? Why is it necessary?

C. Judgement

1.) The supervisor of this position is:

- _____ a.) On hand to give detailed, direct instructions.
- _____ b.) Available to answer questions.
- _____ c.) Only to set objectives, deadlines for assignments.
- _____ d.) This position is not supervised.

2.) If applicable: explain the daily interaction between the supervisor and employee in this position.

- 3.) Complexity of the work done in this job. Which of the following is most appropriate?

- _____ a.) Work is repetitious, routine; allows little decision making.
_____ b.) Work is somewhat complicated but follows specific procedures.
_____ c.) Work is complex, requiring original thought, choice of processes.
_____ d.) Work is highly complex, requires worker to set goals, establish methods.

D. Accountability

- 1.) If an error is made in this position, what are the worst possible consequences?

- _____ a.) Minor damages; injury to incumbent and immediately accessible equipment.
_____ b.) Moderate damage; injury to others, purchasing or scheduling difficulties, etc.
_____ c.) Major damages; possibly involves safety of public, errors in letting of contract bids, etc.
_____ d.) Damages in excess of those suggested above.

- 2.) Attempt to quantify the possible consequences in monetary terms; i.e., is equivalent accountability in the range of \$500., \$50,000., \$1,000,000., etc.

Explain.

E. Personal Work Relationships

- 1.) With whom are those in this job in contact with during the course of their work? (For example: supervisors, public, fellow workers.) How frequently with each? Daily? Infrequently?, etc.

- 2.) What is the purpose of these relationships? Exchange information? Set goals?, etc.

F. Working Conditions

- 1.) Within the context of mental or emotional strains, would you say this job entails:

- _____ a.) Little or no pressure.
_____ b.) Irregular, but present, stress.
_____ c.) Frequent dealings with crisis situations.
_____ d.) A rating of a high pressure, high risk job.

- 2.) Explain any circumstances which would lead to any of the above ratings.

3.) Considering the working environment of the job, and the effort required to perform this job's tasks, which of the following is most appropriate?

_____ a.) Regular office-type, environment, no lifting; etc. involved.

_____ b.) Work requires some contact with changing conditions, some physical exertion required.

_____ c.) Recurring contact with poor conditions and heavy exertion.

_____ d.) Daily contact with poor conditions and heavy exertion.

4.) Describe, or list, any duties of this job that are pertinent to the above rating.

G. Supervisory Responsibility

1.) What type of supervisory duties does this position exercise? (For example: routine, simple; complex - adapting methods; technical).

2.) How many employees does this supervision directly affect?

Indirectly?

CITY JOB EVALUATION
PLAN II
(Revised May 1981)

FACTORS AND WEIGHTS	
FACTORS	WEIGHTS
1. Education	10%
2. Experience	20%
3. Judgement	
a. Complexity of Work	25%
b. Type of Supervision	
4. Financial Accountability	10%
5. Contacts	
a. Nature	10%
b. Outcomes	
6. Working Conditions	10%
7. Supervisory Responsibility	
a. Complexity	15%
b. Number Supervised	

is factor, measure the general KNOWLEDGE required for a position, such as arithmetic, or specialized knowledge as chemistry or engineering. This is the MINIMUM standard of formal education and training required for the exclusive of the experience factor.

DEFINITION

POINTS

Ability to read, write and perform simple arithmetical calculation, Equivalent to two years U.S. High School Education. 10

Basic Knowledge of grammar, spelling and punctuation. Must be able to use fractions, decimals and arithmetic calculations. Equivalent to four years U.S. High School Education. 16

Comprehensive knowledge of grammar for writing and speech. Facility with advanced or frequent arithmetical computations. Equivalent to high school plus one year of advanced or specialized education. 25

Ability to understand moderately complex mathematical formulae, charts or drawings. Ability to organize diversified information according to fundamentals of a science or art. Equivalent to a high school education plus two years of advanced education or the completion of a specialized course. 40

Requires knowledge of a body of principles, procedures, methods and techniques in a specialty such as accounting, engineering or personnel. Equivalent to four years college degree program or four years of specialized education. 63

Requires a body of knowledge of advanced concepts, principles and techniques in a specialized field. Equivalent to a Masters Degree in a particular field of study or an equivalent amount of post graduate studies. 100

FACTOR #2 EXPERIENCE

This factor measures the TIME required for the average person with minimum education to acquire the practical knowledge to perform adequately for the position. The accumulation of experience met need not be in the position specified, but would be the minimum accumulated experience involving practical application of knowledge to work related to the position evaluated. Definitions are in terms of years BEFORE beginning on the job.

<u>DEFINITION</u>	<u>POINTS</u>
No Experience necessary	20.
More than one month, up to and including 6 months	28.
More than 6 months, up to and including 1 year	39
More than 1 year, up to and including 2 years	54
More than 2 years, up to and including 4 years	75.
More than 4 years, up to and including 9 years	104
More than 9 years, up to and including 12 years	144
More than 12 years	200

C. FACTOR 13 JUDGEMENT

This factor weighs two related sub factors, the complexity of work and the nature of supervision received. This is in terms of conditions which affect frequency and complexity of decision-making judgements to determine an appropriate course of action and the degree of supervision received by the person in the job being evaluated.

	COMPLEXITY OF WORK					
	1	2	3	4	5	6
	Work performed under direct & detailed instruction	Work performed under defined & uniform procedures	Work performed under readily available supervision	Under direction as to assignments, gen. methods of execution, with periodic review of assignments	Under gen. direct as to broad assignments, determine methods & delivers final results	Within the broadest scope of the units, objectives, determines & executes major programs
A. Routine and repetitive work requiring relatively few choices of action.	25	31	39	49	-	-
B. Semi-routine work requiring some improvisation on isolated problems.	31	39	49	62	78	-
C. Work of some complexity requiring a moderate degree of improvisation in the application of procedures and methods.	39	49	62	78	98	122
D. Moderately complex work performed within established practices and procedures requiring original thinking.	49	62	78	98	122	154
E. Complex work performed within a framework of departmental or functional policies & practices requiring a high degree of original thinking.	-	78	98	122	154	194
F. Highly complex work performed within general department or functional policies & objectives requiring a substantial amt. of original thinking.	-	98	122	154	194	238

This factor measures the degree of care and attention which must be exercised to prevent errors which can lead to increased costs or capital loss, and secondly, measures the possible extent of the damage or loss. Financial losses are measured in terms of dollar loss, compensable time expended, loss or damage to buildings, materials, equipment or supplies. It can also be measured in terms of loss of goodwill, which could be translated into present or future of business, also in terms of incorrect decisions resulting in unnecessary expenditure of funds or manpower. Measured only in relation to decisions in direct control of the job being evaluated.

<u>Degree</u>	<u>Definition</u>	<u>Points</u>
A	Minor Damage or costs possible as the result of errors. Equivalent to accountability for self and equipment or materials worth \$10 - \$500	10
B	Limited Damage or costs possible. Injury to self and others or damage to equipment or lost time of others. Equivalent to accountability for \$500 - \$5,000	18
C	Moderate Damage or costs possible. Responsible for scheduling work of others, purchase of equipment or materials or preparing specifications used by others. Equivalent to accountability for \$5,000 - \$50,000	31
D	Considerable Damage or costs possible. Responsible for scheduling, managing work of others; purchase of equipment or materials, safety of general public or letting of bids or contracts. Equivalent to accountability or liability for \$50,000 - \$1,000,000	54
E	Substantial Damage or costs possible. Responsibilities similar to previous Degree 100 but equivalent to accountability or liability for \$1,000,000 - \$20,000,000	

FACTOR 5. CONTACTS

This factor measures the nature of Contacts with the public or with key personnel within the Organization and the possible outcomes of those Contacts on Operations.

Nature	Outcomes		
	1. Communicate Routine Info.	2. Handles Questions, Complaints Requiring Judgement & Tact	3. Negotiates on behalf of the organization. Deals in highly confidential in
A. Infrequent contacts; mostly internal	10	-	-
B. Regular contact with general public & co-workers (less than 1/3 time)	16	25	-
C. Frequent daily contacts - public and key personnel within organization.	25	40	63
D. Frequent daily contact with key persons internally and externally	40	63	100

FACTOR 6.. WORKING CONDITIONS (STRESS)

This factor measures the physical, mental and emotional stresses and strain from conditions encountered in performance of the job. The stress is described in terms of the conditions rather than the specific outcomes.

Physical	Mental/Emotional			
	1. Little or no job related pressures	2. Irregular Crisls or Stress Situations	3. Frequent Stress or Crisls Situation	4. High Risk High Pressure Job
A. Good working conditions. No heavy lifting or prolonged standing.	10	15	22	32
B. Some physical stress. Frequent changes of environment. Some lifting or moderate labor.	15	22	32	47
C. Moderately heavy labor or poor conditions.	22	32	47	70
D. Heavy physical stress and frequent bad working conditions.	32	47	70	100

This factor measures the responsibility for development, direction and organization of employees in order to promote effective use of their time and the accomplishment of wide departmental or organizational goals. It reflects the number of employees supervised and the complexity of supervision.

NUMBER OF EMPLOYEES SUPERVISED	C O M P L E X I T Y OF S U P E R V I S I O N											
	1	2	3	4	5	6	7	8	9	10	11	12
A. 0	15											
B. 1 to 3		27	36	40								
C. 4 to 9			36	48	64							
D. 10 to 24			48	64	85							
E. 25 to 75				64	85	113						
F. Over 75					85	113	150					

NOTES: *Consisting of direct + indirect

**Example: a crew chief on an engineering survey party, a senior planner, directing a team of planners, a lead accountant.

***Example: a project engineer, a department head of technical division, a controller

Salary Grade

POINT RANGES FOR SALARY GRADE

Minimum

Maximum

18	712	Above
17	635	711
16	566	634
15	504	565
14	448	503
13	388 398	447
12	354	387 397
11	315	353
10	280	314
9	249	279
8	222	248
7	198	221
6	177	197
5	158	176
4	141	157
3	126	140
2	112	125
1	100	111

AGREEMENT BETWEEN



CITY OF FORT WAYNE, INDIANA

and



THE INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS 2569

Printed by OPEIU Local #328
AFL - CIO



AGREEMENT BETWEEN
THE CITY OF FORT WAYNE
AND
THE INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS
#2569

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
	Preamble	1
	Witnesseth	1
I.	Purpose	1
II.	Recognition	2
III.	Coverage	3
IV.	Management Rights	4
V.	Union Security & Membership	5
VI.	Union Representation	8
VII.	Grievance and Arbitration	11
VIII.	Seniority	14
IX.	Transfers and Promotions	18
X.	Reduction and Restoration of Work Force	22
XI.	Unit Work Restrictions	23
XII.	Hours of Work	24
XIII.	Report-In-Time	27
XIV.	Call-In-Time	28
XV.	Vacations	28
XVI.	Paid Holidays	30
XVII.	Leave of Absence	31
XVIII.	Sick Leave	34
XIX.	Insurance	37

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
XX.	Pensions	37
XXI.	Safety, Health and Sanitation	38
XXII.	Discrimination	40
XXIII.	Bulletin Board	41
XXIV.	General Provisions	41
XXV.	Personal Time	45
XXVI.	Overtime and Compensatory Time Off	46
XXVII.	Wages and Progression	50
XXVIII.	Duration and Change	51
	Addendum A - Confidential Employees	103-106
	Addendum B - Wage/Salary Agreement	107-109

AGREEMENT BETWEEN
 THE CITY OF FORT WAYNE
 AND
 THE INTERNATIONAL ASSOCIATION OF
 MACHINISTS AND AEROSPACE WORKERS
 #2569

INDEX

<u>TITLE</u>	<u>PAGE</u>	<u>ARTICLE</u>	<u>SECTION</u>
Accidents Industrial	39	XXI	5
Addendum A - Conf. Emp.	103	--	--
Addendum B - Wage/Salary Agreement	107	--	--
Address of Employee	43	XXIV	10
Agreement	101	--	--
Bargaining Unit			
Employees Excluded	2	II	2
Members Covered	2	II	2
Bulletin Board	41	XXIII	1
Bumping Rights	21	IX	5
Call-in-Time	27	XIV	--
Collective Bargaining Purpose	1	I	1
Compensatory Time	49	XXVI	10, 11
Confidential Employees Addendum	103	--	--
Contract Coverage			
Applicable Provisions	5	III	2
Binding Upon City	3	III	1
Disciplinary Layoff and Discharge	10	VI	7
Discrimination	40	XXII	1-3

<u>TITLE</u>	<u>PAGE</u>	<u>ARTICLE</u>	<u>SECTION</u>
Dues			
Deductions	5	V	1
Failure to Pay	6	V	1
Payment of	7	V	1
Time Limitations	7	V	1
Duration and Change of Agreement	51	XXVIII	1-3
Employee/Rights of	9	VI	4
Federal Laws			
Relation to Contract	43	XXIV	11
Funeral Leave	34	XVII	5
Grievance			
Defined	11	VII	1
Time Limitations	14	VII	4
Grievance Procedure	11-14	VII	3
Step 1 (oral)	12	VII	3
Step 2 (written)	12	VII	3
Step 3 (meeting)	12	VII	3
Step 4 (arbitration)	12-14	VII	3
Grievances			
Approved Time	8	VI	2
Committee	8	VI	2
International and Business Representative's Rights	9	VI	5
Withdrawal of Grievances	10	VI	6
Health Committee	38	XXI	1-2
Holidays			
During Vacation	30	XVI	2
Eligibility	31	XVI	4
Holidays Worked	31	XVI	5
Recognized Holidays	30	XVI	1
Sunday Holidays	30	XVI	3
Hours of Work	24	XII	--
Work Time	24-27	XII	1-11
Inclement Weather	42	XXIV	6
Insurance	37	XIX	
Job Awards	18	IX	1
Probationary Period	18	IX	1

<u>TITLE</u>	<u>PAGE</u>	<u>ARTICLE</u>	<u>SECTION</u>
Job Bidding	19	IX	1
Job Content	50	XXVII	1
Job Disqualification	21	IX	6
Job Postings	18	IX	1
Job Vacancies	18-19	IX	1
Job Vacancies (Filled by Mutual Agreement)	20	IX	3
Jobs Relocated	20	IX	4
Jury Duty	33	XVII	4
Layoffs	22	X	1
Leaves of Absence			
Approval of	32	XVII	1
Extended Leaves	32	XVII	1
Funeral Leave	34	XVII	5
Medical Leaves	31	XVII	1
Military Leave	33	XVII	2
Personal Reasons	31	XVII	1
Reservist Duty	33	XVII	3
Sick Leave	34-36	XVIII	1-6
Lunch Periods	26	XII	7
Management			
Recognition of	4	IV	1
Rights of	4	IV	1
Negotiations			
Commencement of	51	XXVII	5
Night Shift Bonus	51	XXVII	4
Overtime	46-49	XXVI	1-11
Declining of	47	XXVI	4
Distribution of	47	XXVI	3
Exceptions	48	XXVI	7
Premium Pay	46	XXVI	2
Pensions	37	XX	--
Personal Days	45	XXV	1
Policies			
Establishment of	42	XXIV	2

<u>TITLE</u>	<u>PAGE</u>	<u>ARTICLE</u>	<u>SECTION</u>
Political Involvement	44-45	XXIV	13-14
Probationary Employees	15	VIII	3
Recall	22	X	2
Report-in-Time	27	XIII	
Rest Periods	27	XII	11
Rules and Regulations	5	IV	2
Safety Committee	38	XXI	2
Safety Equipment	39	XXI	3
Safety Glasses	39	XXI	3
"Seniority" Administration of	15	VIII	4
"Seniority" Defined	14	VIII	1
"Seniority" Employee Defined	14	VIII	2
"Seniority" Termination of	16	VIII	5
Shift Preference	21	IX	7
Sick Time	34	XVIII	1-6
Accumulation of	34	XVIII	1
Employees who are injured while in duty status	35	XVIII	4
Sick Leave Abuse	36	XVIII	5
Sick Pay Upon Retirement	36	XVIII	6
Utilization of	35	XVIII	2
State Laws in Relation to Contract	43	XXIV	11
Stewards	9	VI	3
Subcontracting of Work	23	XI	1-3
Supervisors	42	XXIV	5
Temporary Assignment	19	IX	2

<u>TITLE</u>	<u>PAGE</u>	<u>ARTICLE</u>	<u>SECTION</u>
Temporary Transfers	19	IX	2
Tools	42	XXIV	4
Travel Allowances	43	XXIV	8-9
Uniform Allowances			
Humane Shelter	39	XXI	3
Park Service Officers	39	XXI	3
Union	5	V	--
Membership	5	V	1
Recognition of	2	II	1
Unit Designation	2	II	2
Union Representation	8	VI	1
Committee	8	VI	1
Designated Representatives/ Rights of	10	VI	8
Vacation Pay	29	XV	3-4
Vacations:	28	XV	• 1-4
Employees Entitled to	28	XV	1-2
Vehicle Allowance	43	XXIV	8
Wages			
New Hires	50	XXVII	2
Promotion to Higher Labor Grade	50	XXVII	3
Addendum	107	--	--
Washroom Facilities	39	XXI	6
Work Curtailment			
Vacancies	21	IX	5

ADDENDUM TO CITY OF FORT WAYNE/
INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS FOR
EMERGENCY MEDICAL SERVICE PERSONNEL

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
I.	Productivity and Experimental Nature	53
	a. Personnel Cost per "Unit Hour"	55
	b. Personnel Cost per Billable Run	56
	c. Response Time Performance	56
	d. Clinical Excellence	57
	e. Non-emergency Transfer Service	57
	f. Professional Conduct and Courtesy	57
	g. Increased Responsibility and Accountability of Field Personnel	58
II.	Term of Agreement	59
III.	Provisions of IAM Master Contract Incorporated	59
IV.	Accumulated Comp Time Payoff	60
V.	Scheduling of Emergency Vehicle Coverage and Assignments of Shifts	63
	a. Shifts Available	63
	b. Vehicle Coverage and Post Assignments	64
	c. Shift Assignment	65
	d. Bid Process	66
	e. Extra Coverage, Long Distance Transfer Work	67
	f. On-call Status	68
VI.	Use of Significant Others	69
VII.	Non-Union Employees	70
VIII.	New Employees Hired	70
IX.	Overtime Pay	70
X.	Time Off Required	71
XI.	Vacation Time/Sick Leave Provisions	72
XII.	Unauthorized Absence	73

ADDENDUM TO THE CITY OF FORT WAYNE/
INTERNATIONAL ASSOCIATION OF MACHINISTS
MASTER CONTRACT
EMERGENCY MEDICAL SERVICES
PERSONNEL
1982

INDEX

<u>TITLE</u>	<u>PAGE</u>	<u>ARTICLE</u>	<u>SECTION</u>
Accumulated Time/Payoff	60	IV	--
Agreement Term	59	II	--
Assignment of Partners	81	XVIII	--
Bid Process	66	V	D
Clinical Performance	57	I	D
Comp. Time/Accum./Payoff	60	IV	--
Compensation	96	XXIII	A-F
Conduct/Revenue	91	XXI	D
Criminal Acts	92	XXI	F
Dangerous/Performance	89	XXI	B
Discipline and Termination	88	XXI	--
EMS Hearing Committee	87	XX	--
Extra Coverage	67	V	E
Increased Responsibility	58	I	G
Loss of Certification	88	XXI	A
Maintenance Incentive	79	XV	--
New Employees	70	VIII	--
Non-Emergency Transfer Service	57	I	E
Non-Union Employees	70	VII	--
On Call Status	68	V	F
Overtime Pay	70	IX	--

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
XIII.	Scheduling Officer	75
XIV.	Overtime Reduction Incentive Plan	77
XV.	Maintenance Incentive Plan	79
XVI.	Uniform Allowance	80
XVII.	Subcontracted Ambulance Services	80
XVIII.	Assignment of Partners	81
XIX.	Responsibility for Equipment and Supplies	83
XX.	EMS Hearing Committee	87
XXI.	Discipline and Termination	88
	a. Loss of State/Local Certification	88
	b. Performance Dangerous to Human Life	89
	c. Performance Indirectly Dangerous to Human Life	90
	d. Performance Adversely Affecting Revenues of the Department	91
	e. Performance Adversely Affecting the Overall Image of the Department	92
	f. Falsification of Information, Theft, Other Criminal Acts	92
	g. Performance Which Adversely Affects the Ability of the Department to Contain Costs	93
XXII.	Senior Paramedics	94
XXIII.	Compensation	96
	a. Shift Differential	97
	b. Holiday Pay	97
	c. Base Pay and Increments	97
	d. Extra Work and Overtime	98
	e. Reimbursement of ALS Paramedic Training Expenses for Persons who have already achieved Paramedic Status	99
	f. Future Raises	100
	Agreement (EMS)	101

<u>TITLE</u>	<u>PAGE</u>	<u>ARTICLE</u>	<u>SECTION</u>
Personnel Cost Per "Unit Hour"	55	I	A
Personnel Cost Per "Billable Run"	55	I	A
Productivity and Experimental Nature	53	I	--
Professional Conduct and Courtesy	57	I	F
Response Time Performance	56	I	
Responsibility for Equipment and Supplies	83	XIX	--
Scheduling Officer	75	XIII	--
Scheduling/Shifts	63	V	A
Senior Paramedics	94	XXII	--
Subcontracted Ambulance Service	80	XVII	--
Time Off	71	X	--
Unauthorized Absence	73	XII	--
Uniform Allowance	80	XVI	--
Use of SO's	69	VI	--
Vacation/Sick Leave	72	XI	--

PREAMBLE

This Agreement is made and entered into on this 28th day of December, 1981, by and between the City of Fort Wayne, Indiana, hereafter referred to as the "Employer," and Local Lodge 2569, International Association of Machinists and Aerospace Workers, hereinafter referred to as the "Union."

WITNESSETH

It is agreed by and between the parties hereto that the following, including attached supplements, shall constitute and be the entire Agreement between the parties hereto in respect to rates of pay, hours of work, and other conditions of employment for and during the term of this Agreement, and neither party shall be required to negotiate with the other during the terms of this Agreement on any bargainable issues of subjects except as may be herein specifically provided, and all rights and obligations created or incurred under and by virtue of the provisions of this Agreement shall terminate with the termination of this Agreement.

ARTICLE I

PURPOSE

Section 1. Purpose: The purpose of this Agreement is to provide a procedure for orderly collective bargaining between the parties, to secure prompt and fair disposition of grievances or complaints, to set forth the basic principles concerning wages, hours and working conditions and to establish a

basis for the cooperative solution of industrial relations problems by responsible parties to the end, that a spirit of peace and cooperation be maintained.

ARTICLE II

RECOGNITION

Section 1. Recognition of Union: The employer hereby recognizes the Union as the exclusive representative of all employees as defined below notwithstanding all exclusions as listed for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, or other conditions of employment.

Section 2. Unit Designation: The following represents the bargaining unit: Including all service and maintenance, professional, technical, office and clerical employees of the Civil City, City Utilities and C.E.T.A. Administrative Staff; all service, maintenance, professional and Civilian employees of the Police and Fire Departments; all Park Security and clerical employees of the Park Department; and all employees who are enrollees under the Comprehensive Employment and Training Act, referred to throughout this Agreement as C.E.T.A. who qualify by virtue of their work in any of the above named areas.

Excluding those employees specifically covered by memorandums of oral understandings or Labor Agreements with the International Union of Operating Engineers, International Brotherhood of Teamsters Chauffers Helpers and Warehousemen, International Brotherhood of Fireman and Oilers, Office and

Professional Employees International Union, International Association of Fire Fighters, Patrolmen's Benevolent Association, Fraternal Order of Police, International Brotherhood of Electrical Workers, and those employees working in the Mayor's Office, Public Information/Affairs, Personnel and Payroll Division, Airport Authority, Professional Engineers (holding their P.E. License), and Supervisory employees who have the power to hire, fire, discipline or reward employees, or to effectively recommend such action when the exercise of such authority requires the use of independent judgment, and confidential employees to be listed in appendix.

ARTICLE III

COVERAGE

Section 1. The provisions of this Agreement shall be binding upon the City of Fort Wayne, Indiana, and its successors, assigns, and/or future assignees; and shall be unaffected by any reorganization, reclassification, merger, or other change in the legal status of the City of Fort Wayne, Indiana, or in any Governmental Unit presently a Unit of the City of Fort Wayne, Indiana; and all terms and obligations herein contained shall be unaffected by any sale, transfer or assignment of property owned, leased, managed or controlled by the City of Fort Wayne, Indiana; and all terms and obligations herein contained shall be unaffected by legislation subsequent to the effective date of this Agreement respecting the capacity to contract of the City of Fort Wayne, Indiana, and/or any executive department thereof.

Section 2. The provisions of this Agreement shall be applicable to all programs, projects, services, and/or activities undertaken by any Executive Department of the City of Fort Wayne, Indiana, subsequent to the execution of this Agreement; the provisions of this Agreement shall also be applicable to any program, project, service, or activity presently being performed by any executive department of the City of Fort Wayne, Indiana, which subsequent to the execution of this Agreement, is delegated to a private party and/or any Governmental Unit by ordinance or by contract between the City of Fort Wayne, Indiana, and a private party, and/or governmental unit.

ARTICLE IV

MANAGEMENT RIGHTS

Section 1. Recognition of Management: The Union hereby recognizes the Employer as having the sole right to direction of the working forces, included but not limited to the right to determine the work to be performed by employees: to employ, promote, demote, transfer, lay off, discipline, suspend or discharge for cause; to assign work and the number of hours to be worked, including overtime work; to increase and decrease the working force, to establish standards and methods, to subcontract work, transfer work or otherwise perform work as required by the demands to maintain the efficiency of public operations. The employer, in exercising the rights set forth herein, recognizes that certain express conditions of employment are set forth in this agreement which limit and restrict

these defined employer rights. Therefore, the employer agrees that in exercising the rights herein, nothing shall be construed, or applied, in any manner which negates, modifies, or supersedes the rights of employees, or the union, where such rights are expressly set forth in this Agreement.

Section 2. Rules and Regulations: The Union recognizes that the Employer reserves the right to establish rules, and/or change existing rules affecting working conditions. It is agreed that all such rules shall be reasonable in content and application. Disputes arising therefrom shall be subject to the grievance procedure. The Union will be furnished a copy of any new or revised rules affecting bargaining unit employees at least ten (10) working days in advance of the effective date.

ARTICLE V

UNION SECURITY AND MEMBERSHIP

Section 1. Union Membership: Consistent with the applicable provisions of this Agreement, the EMPLOYER shall have the right to employ whomsoever it determines is qualified for job vacancies which become open during the life of this Agreement.

As a condition of continued employment, all employees whose job classification is included within the recognized unit description outlined in Article II of this Agreement, shall either become a member of this Union and pay dues thereto, or in lieu thereof shall pay an amount equal to the union's initiation fee and shall thereafter pay to the union each month, either directly or through the Payroll Deduction, an amount equal to the regular monthly dues and fees in effect for

other employees in the bargaining unit who are members of the Union. Employees entering the bargaining unit shall begin such on the first (1st) day of the month following completion of their probationary period.

Each member of the bargaining unit covered by this Agreement who has not become a member of the union, or in lieu thereof has not tendered the equivalent of union dues as provided above, within seven (7) days following the first day of the month following the effective date of this Agreement, or the first day of the month following the completion of their respective probationary period, shall be notified by the union by certified mail, with a copy to the Director Personnel/Labor Relations that failure to pay either dues or Agency Shop fees within ten (10) days following receipt of such notice shall result in termination of employment.

If certified mail has been sent to last known address furnished to union and has been returned because of failure of person to accept by signing for or whatever reason, this shall still constitute proper notification and City will proceed with its obligations under the contract.

The Employer shall, within three (3) working days after receipt of notice by certified mail from the Secretary-Treasurer of the Union, discharge any Member of the recognized bargaining unit who fails to maintain good standing as required by the preceding paragraph.

No member of the bargaining unit covered by this Agreement whose employment is terminated because of any provision of this article, or the union, shall have any claim for loss of time,

wages, or any other damages against the employer because of agreeing to this article of this Agreement.

The employer will accept a signed Dues Deduction Authorization, or Agency Fee Deduction Authorization, by any member of the bargaining unit covered by this Agreement as equivalent to a continuing voucher by such member of the bargaining unit in the amount of monthly dues, or fees, to the union (certified by the Secretary-Treasurer of the Local Lodge as the proper amount) and such authorization shall remain in effect for the duration of this Agreement. However, any such Authorization may be revoked by an employee on a sixty (60) day written notice by certified mail to the employer with a copy being sent to the Union. The parties recognize that the employees represented by the Union have accepted the sixty (60) day period referred to herein by execution of dues deduction authorization cards.

Deduction of union dues shall be made on the first payday of the month following the month in which the authorization was received and monthly thereafter on the first payday of the month. Deductions provided herein shall be remitted to the Secretary-Treasurer of the Union no later than the twentieth (20th) day of the month in which the deductions were made and shall include all deductions made in that month. The Employer shall furnish, with the deductions remitted, an alphabetized listing of each employee for whom a deduction is made showing the exact amount of each respective deduction made. The Employer shall also inform the Secretary-Treasurer why a deduction was not made for any employee whom the Union had been receiving deductions from.

ARTICLE VI

UNION REPRESENTATION

Section 1. Upon prior notice to the Director of Personnel/Labor Relations or his designated representative, authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to. It is expressly agreed that the Employer is hereby released from any and all liability for an injury to such agent, occurring while he is on the premises of the Employer.

Section 2. The employer will recognize five (5) committee members, one (1) of whom shall be designated as chairman of the committee. No deduction in wages shall be made against a member of the union committee, steward, nor any employee for necessary time consumed in conferences with representatives of the Employer in connection with legitimate collective bargaining business, or grievance handling, or for reasonable approved time spent investigating potential grievances or problems which could prevent disruptions of harmonious relationships desired by both Management and the Union between employees and Union officials. Conferences for the handling of such business shall be held during normal day shift business hours of the employer. The employer will accommodate the union in respect to reasonable shift changes which will permit employees to process grievances during duty time, but will not assume any overtime liability for grievance handling.

Section 3. Accredited representatives of the Union shall be chosen from its members who are employed by the Employer. For the purpose of this paragraph "Employee" is defined as a person who is in the bargaining unit.

The Employer will recognize stewards in each department on each shift as designated by the Union upon notification to the Employer in writing. The Union agrees that when possible, a Steward will represent more than one department. Union representatives shall be afforded such reasonable time as necessary to carry out their responsibilities as defined by this Article. Any steward or Union official who finds it necessary to leave their work station to transact legitimate business may do so after so notifying their Supervisor. If necessary to go into another department, the steward will notify the Supervisor of that department that they are in the department on legitimate business. The Union agrees to make every effort in the processing of grievance matters to minimize interference with production and the orderly operation of the Employer and to conduct themselves in a professional manner.

Section 4. The employer agrees that union employees who file a grievance with the employer will not be questioned in respect thereto without advising the employee in the presence of a recognized steward of his right to union representation.

Section 5. Nothing in this article shall be construed as the right to deny the International Representative or Business Representative the privilege of processing a grievance on behalf of a unit employee, or to participate in a grievance meeting conducted in accordance with the grievance procedure.

Section 6. The union shall be free to withdraw a grievance at any step of the grievance procedure without prejudice.

Section 7. Employees in the unit will not be given a disciplinary layoff or be discharged, without first being given the opportunity for a fair and impartial hearing with the Director of Personnel/Labor Relations, or at his discretion his designated representative. Such employee shall be afforded the right to be accompanied and represented by the Union Committee and/or full time representative(s) of the Union during said hearing. Such hearing shall be held within ten (10) working days of the occurrence of the matter which necessitated the hearing and the decision rendered within ten (10) working days following the hearing, unless the City needs more time for investigation, before or after the hearing, and requests an extension which should be mutually agreed to by both Management and the Union. Furthermore, the Union will be furnished with a list of charges at least three (3) working days prior to the hearing so that proper investigation and representation can be afforded the employee.

Section 8. Designated Union Representatives, in exercising their collective bargaining rights as set forth in this Agreement, shall have the right to carry out their collective bargaining responsibilities within the bargaining unit without fear of reprisal, intimidation, coercion, harassment, or discrimination for so serving. In this regard, complaints filed by the Union which alleges violations of this section shall be immediately and impartially investigated by a representative of the Employer who has no connection with the official involved

in the complaint. Where such investigations reveal there is reason to believe the Union Representative's rights have been violated, the Employer will take necessary corrective action.

ARTICLE VII

GRIEVANCE AND ARBITRATION

Section 1. Grievance Defined: A grievance shall mean, and be limited to, a difference of opinion between the employer and the employee or employees, or the union, concerning the employer's compliance with a specific provision or provisions of this agreement or concerning discipline or discharge. When a grievance arises, an earnest effort shall be made to settle such differences promptly in accordance with the grievance procedure hereinafter prescribed.

Section 2. Grievance Limitations: If more than one employee has the same grievance, only two (2) such aggrieved employees representing all aggrieved employees, as selected by the union, shall proceed through step 1 of the grievance procedure set forth in this article, the parties hereto, in processing a grievance, reserve the right, upon mutual agreement, to eliminate any of steps 1 - 3 of the grievance procedure set forth in this article. A grievance must be filed within ten (10) working days following the knowledge of the employee of the employer's action which gave rise to the alleged grievance, but not more than thirty (30) days following the action.

Section 3. Grievance Procedure: The grievance procedure shall be as follows:

Step 1. - The Grievance shall be orally presented by the aggrieved employee and/or cognizant steward to his immediate supervisor. The supervisor must give his oral answer within three (3) working days, weekends, and holidays excluded.

Step 2. - If no satisfactory settlement is reached on step 1 within three (3) working days, the Grievance shall be reduced to writing and advanced to step 2 by the committeeman who will discuss the grievance with the department head. Within three (3) working days the department head shall give his written answer.

Step 3. - If no satisfactory settlement is reached in step 2, the Union shall forward the Grievance, within seven and one-half ($7\frac{1}{2}$) working days to the Director of Personnel/Labor Relations, the Director of Personnel/Labor Relations will arrange to meet with the Union Shop Committee within seven and one-half ($7\frac{1}{2}$) working days after receipt of such grievance. Within seven and one-half ($7\frac{1}{2}$) working days following, the Director of Personnel/Labor Relations will render his decision, incorporating the detailed position of the Employer in respect to the grievance.

Step 4. - If the above procedure has been followed and the parties are still unable to settle the grievance, the Union shall, within thirty (30) days following receipt of the Employer's third step answer, notify the Employer of the Union's intent to arbitrate the dispute. Upon receipt

of such notification the Employer and the Union shall select from the following panel of seven (7) arbitrators which have been selected jointly by the parties:

Dr. Bruce Boals - Professor, University of Tennessee;
Ralph Roger Williams - Attorney At Law, Tuscaloosa, Ala.;
William Belshaw - Attorney At Law, Whiting, Indiana;
Barbara Doering - Arbitrator, West Lafayette, Indiana;
Jay C. Fogelberg - Arbitrator, Minneapolis, Minn.; Thomas
P. Lewis - Professor, Lexington, Kentucky; Alan Walt -
Arbitrator, Southfield, Michigan.

The parties shall draw lots to determine who shall strike the first name from the above list of seven (7), then continue striking on an alternate basis, with the remaining name to be the arbitrator.

The Arbitrator shall not have the authority to alter, amend or change the terms or provisions of this agreement, and their decision shall be limited to the particular grievance in question. The arbitration decision shall be final and binding on the parties, and failure to implement or accept the arbitrator's decision shall be subject to litigation for which the party found guilty of failure to implement or accept the Arbitrator's award shall be liable for any cost of litigation or other damages, suffered by the other party due to the failure of the award to be implemented or accepted.

The Union and the Employer shall equally share the fee of the Arbitrator, including any mutually agreed upon services relating to the arbitration proceedings.

Section 4. Time Limitations: All time limits prescribed herein may be extended by mutual agreement of the parties. Failure of the employer to respond within the time limits shall constitute a basis for escalating the grievance to the next step. Failure of the union or employees to process the grievance to the next step within the time limits shall constitute a basis for the employer denying the grievance.

ARTICLE VIII

SENIORITY

Section 1. "Seniority" Defined: "Seniority," as the term is used in this Agreement, means the total length of continuous employment of a seniority employee within the Bargaining Unit, from the most recent hiring date. "Hiring Date" as used herein, means the first day for which an employee received pay. The Employer shall furnish the Union each six (6) months with an accurate seniority list of all employees in the bargaining unit.

If more than one employee has the same hiring date, order of seniority shall be determined by the last four (4) digits of the employee's Social Security Number, that is, the Employee with the lowest number shall have preference.

Section 2. "Seniority Employee" Defined: "Seniority Employee," as the term is used in this Agreement, shall mean an Employee having completed ninety (90) calendar days of employ-

ment. However, employees whose jobs are funded by State, or Federal Funds, such as CETA employees, shall not be considered seniority employees for purposes of lay-off and recall unless and until such employees have completed such special employment and have been retained as regular employees. In the event such special employees are retained as regular employees, the hiring date shall be the first day for which the employee received pay in such special employment. Nothing herein shall be construed or applied in any manner which denies any employee contractive rights or benefits except as specifically set forth herein.

Section 3. Probation: Each new employee shall be considered on a probationary basis for ninety (90) calendar days, except employees in the Emergency Medical Services Department, and Communications Department, who shall serve a probationary period of six (6) calendar months. During this period, retention of the employees shall be entirely at the discretion of the Employer and not subject to review under the grievance procedure. If retained after such period, such employee shall be entitled to the seniority rights herein set forth.

Section 4. Administration of "Seniority": In administering this Agreement, the principal of seniority, departmental and bargaining unit, in that order, shall be the determining factor in effecting layoffs, recalls, promotion, demotions and in respect to other working conditions where specifically stated in this Agreement.

The seniority of employees promoted or assigned to jobs outside the bargaining unit prior to March 6, 1981, shall continue to accumulate during the time of such transfer or

promotion. Employees promoted or assigned to jobs outside the bargaining unit subsequent to March 6, 1981 shall retain, but not accumulate any seniority during the time of such transfer or promotion. In the event such employee returns to the bargaining unit, he shall be entitled to whatever rights and privileges his accumulated seniority would entitle him without prejudice. It is recognized that the employer has the right to assign work to its employees, and seniority shall not, nor shall anything contained in this Agreement, be construed to restrict the employer in requiring an employee in one classification from doing any work temporarily in any other classification, although employees may usually expect their work assignments to be in keeping with their regular job classification.

However, it is expressly agreed and understood that the employer in exercising the rights set forth herein shall not do so to the extent that the employees within the classification to which the assignment is made, would be adversely affected. Adversely affected as used in this context, is intended to include but not be limited to layoff, recall, assignment of overtime and the temporary misassignment of an employee to work within a classification where employees regularly holding the classification are reasonably available to do the work.

Section 5. Termination of Seniority: Seniority shall terminate and with it the employment of the employee by the Employer upon the occurrence of any of the following:

- (A) The Employee quits.
- (B) The Employee retires.

- (C) The Employee is discharged.
- (D) The Employee is laid off for a period of more than eighteen (18) months.
- (E) The Employee is absent for more than three (3) days without his supervisor being advised, except for good and sufficient cause.
- (F) The Employee fails to respond to a notification to return to work within five (5) days after such notice of recall is given by the Employer, by registered or certified mail to his last address according to the Employer's records.
- (G) The Employee has final settlement for total disability.
- (H) The Employee misrepresents the reason for a leave of absence or secures employment while on a leave of absence other than specifically provided for in the terms of this agreement or doesn't return from a leave at the expiration of the leave period, except where reason is for good and sufficient cause.
- (I) The Employee is absent because of sickness or injury or similar cause beyond that specified in the Sick Leave Policy, such as misrepresentation of his or her sick leave.

ARTICLE IX

TRANSFERS AND PROMOTIONS

Section 1. Job Vacancies: Subject to the provisions of this Agreement, and in accordance with the following procedure, an employee with the greatest seniority shall be given preference in filling job vacancies provided such employee meets the minimum qualifications to perform the job.

A. All job vacancies, except vacancies pursuant to Sections 3 and 4 of this Article shall be posted for bid in all departments of the Bargaining Unit for five (5) working days.

B. Employees shall have the right to bid on all posted job vacancies with first consideration being given to bidding employees who already work in the department where such vacancy exists.

C. If no bidding employee within the department meets the minimum qualifications, then bidding employees from other departments shall be considered for the job vacancy. In the event no employee signs a bid notice for the vacancy, and there are no qualified employees as defined above interested in the job vacancy, the Employer may hire a new employee for such job. Employees who do not bid shall have no cause for a grievance. An employee shall be transferred to the job awarded within ten (10) working days from the date of the expiration of the posted notice. Employees assigned or transferred pursuant to this procedure or Sections 3 or 5, shall be given a trial period of thirty (30) working days, (except employees accepting a

job in the Emergency Medical Services and Communications Departments who shall be given six (6) calendar months) in which to prove they are capable of performing the duties of the new job in a satisfactory manner. Employees shall have the right to return to their previous job at any time during the trial period without prejudice. CETA employees, who are not considered regular employees of the Employer, may by mutual agreement of the Employer and the Union have their employment continued and be retained in their same job without bidding and without other employees having the right to bid when the job held by such employee is changed from such special employment to a regular full-time job.

D. Employees awarded a job bid from above shall, from the date of such successful bid, thereafter be restricted from bidding again for six (6) months, provided, however, they have not been bumped to a lower labor grade due to job elimination or reduction in force. If such demotion has occurred, such employee shall be eligible to bid as often as possible until such previously held higher labor grade is reached, at which time the normal time restriction of six (6) months shall again apply.

Section 2. Temporary Transfers: In the event an employee is temporarily transferred to work in a classification for which the normal rate of pay is higher than the rate of pay received by the employee in his normal classification, he shall receive the higher rate of pay. If this higher rated classification has a wage progression based on time in the job, he

shall be paid the higher rated classification at the next higher increment to the rate he normally receives.

In the event an employee is transferred to work temporarily in a classification lower than his normal classification, he shall receive his regular rate of pay. The provision of this article should not apply to apprentices or trainees whose work assignments are made for training purposes.

A Temporary Assignment is defined as one not exceeding five (5) working days and may be done at the discretion of the Employer. Assignments which exceed five (5) working days are defined as Temporary Transfers and will be accomplished by following the provisions of Section 4 Article VIII. It is further agreed that in affecting temporary assignments, or transfers, nothing herein shall be applied in such manner that results in circumventing the posting of permanent job vacancies nor will temporary assignments be rotated to avoid effecting a temporary transfer.

Section 3. Vacancies Filled by Mutual Agreement: Notwithstanding any of the provisions of this article, job vacancies may be filled by transfer of an employee by mutual agreement between the Employer and the Union.

Section 4. Relocated Jobs: Whenever an employee's job is relocated and made an integral part of another department, such employee shall have the option of transferring with such job or of remaining in the department. If said employee remains in the department, such relocated job and subsequent vacancies shall be posted in accordance with Section 1 and such employee may bump in accordance with Section 5.

Section 5. Work Curtailment Vacancies: In the event of a reduction in force wherein a seniority employee's job is discontinued or a seniority employee is displaced by an Employee having greater seniority, the affected employee will bump the lowest seniority employee in the same labor grade and in a classification he would be qualified for other than a steward or union officer provided the affected employee has the minimum qualifications to perform the job. If no such position exists in the same labor grade, the next lowest would be used to labor grade 1, and if all labor grades have been exhausted and employee does not meet minimum qualifications, he shall be placed on lay-off status with recall rights per Article X.

Section 6. Disqualifications: An employee who is transferred to a "bid" job as provided in Section 1 or an employee who is transferred to a "bump" job as provided in Section 5 and who is determined not to have the ability to perform such job shall be advised, in the presence of the cognizant steward, of the specific reasons resulting in the disqualification, and disputes arising therefrom shall be subject to the grievance procedure. The disqualified employee shall have the right to return to his previous job without prejudice.

The employer may temporarily assign employees to fill vacancies until the successful bidder is transferred.

Section 7. Shift Preference: Employees shall be granted shift preference by classification within departments where shift work exists based upon bargaining unit seniority. However, employees exercising shift preference which results in movement from one shift to another, shall be restricted from

again exercising seniority to move from one shift to another for a period of six (6) months from the date of the previous move, except the Communications Department which shall determine shifts for a yearly basis on each January 1.

ARTICLE X

REDUCTION AND RESTORATION OF WORK FORCE

Section 1. Layoffs: In the event it becomes necessary to reduce the work force in a department covered by this Agreement, the principles of seniority shall prevail. Employees who are to be laid off shall be given a ten (10) day notice in advance of the effective date of the layoff or in lieu thereof shall be granted ten (10) days' pay.

Should there be any reduction of the work force, it shall be made according to seniority and job vacancy as defined in Article VIII, Section 4 and Article IX, Section 1, the last employee hired in the classification to be the first to be laid off and so on.

Section 2. Recall: In restoration of forces, employees shall be restored in reverse order of layoff, if available, availability for being restored to service in accordance with seniority will necessitate laid-off employees keeping the Employer and the Union informed of their addresses as notices or calls will only be sent to the last address supplied and the employees will be so notified by the Employer at the time of their layoff.

A laid-off employee will be advised by the Employer by registered or certified mail addressed to his last address as

supplied to the Employer, with a copy to the Union office, and should he fail to acknowledge the same within five (5) days after notice is sent of his intention to return to work or fails to report, unless a good and sufficient reason is given, he will be deemed to have voluntary quit. Laid-off employees need not accept a part-time or seasonal position to maintain their recall rights.

No new help shall be hired until all employees have been recalled, except where the laid-off employees do not possess the qualifications to perform the job where additional help is needed, or where such employees refuse recall to a part-time (20 hours or less per week) or seasonal (one hundred twenty (120) calendar days or less) position.

ARTICLE XI

UNIT WORK RESTRICTIONS

Section 1. The subcontracting of bargaining unit work during the terms of this Agreement shall be handled as follows:

1. Work of a kind or nature historically performed by respective bargaining unit employees will not be contracted out unless it is beyond the capability of the Employer to accomplish within time available; or,
2. It requires more employees than are available to accomplish the work within the time available.

However, no exception shall be authorized while respective unit employees, who are capable of performing the work, are working less than the number of hours in the basic work week, or while such employees are on layoff.

Section 2. The Employer agrees that no work shall be contracted out that results in a reduction of force, or in a reduction in the hours of bargaining unit employees.

Section 3. It is agreed that work of a kind or nature historically performed by bargaining unit employees will not be assigned to non-bargaining unit employees. The Employer will take such action as necessary to insure that respective bargaining unit work will be assigned to only those employees within the appropriate bargaining unit.

ARTICLE XII

HOURS OF WORK

Section 1. Working Time: The working week, consisting of one hundred sixty-eight (168) hours, made up of seven (7) consecutive twenty-four (24) hour periods shall be from 12:01 a.m., Sunday to 12:00 midnight the following Saturday, except as otherwise provided in this Agreement. It is further agreed and understood that the work day, as it applies to the majority of City employees, consists of eight hours per day beginning at 8:00 a.m., and ending at 5:00 p.m., with an unpaid lunch period of one (1) hour Monday through Friday inclusive unless otherwise specifically stated in this contract.

Reference herein to work weeks or work days shall not be construed as a guarantee of any number of hours of work per day or week for any employee.

Section 2. Except as hereinafter provided, the basic work week of bargaining unit employees shall consist of five (5)

days, Monday through Friday inclusive, on each of which the employee will be scheduled to work on eight (8) hour shifts.

Section 3. Basic work weeks of other than Monday through Friday may be established for employees employed in E.M.S., Park Security, City Utilities Garage, Fire Garage, Police Records, Humane Shelter, Traffic Operations, Communications, and Parking Garage. In this connection, it is agreed the Employer will assign employees, in the above departments, to a work week of other than Monday through Friday only when the nature of the work requires the continuous manning of the position on a more than five (5) day a week operation, and such assignments shall not be utilized to meet sporadic or temporary workload commitments.

Section 4. The number of employees assigned to a work week of other than Monday through Friday shall be the minimum number necessary to perform the above described work which must be performed on Saturday and/or Sunday.

Section 5. It is further agreed that in selecting employees to work on other than Monday through Friday, the Employer will either develop rotating schedules which treat all affected individuals as equally as possible, or assign Saturday and/or Sunday work on the basis of seniority, that is, the employee with the greatest seniority shall be afforded preference. In every instance, the method of scheduling and manning requirements will be subject to negotiations in the event of a dispute.

Section 6. It is further agreed that employees scheduled to work other than a Monday through Friday work schedule shall

receive two (2) consecutive days off during each work week, and shall be subject to the overtime and/or compensatory time off provisions of the agreement.

Section 7. Employees scheduled to work rotating, or recurring shifts, shall be scheduled to work eight consecutive hours, except as otherwise provided for, and will be granted a reasonable paid lunch period between the 3rd and 5th hour of the shift.

Section 8. A lunch period shall be scheduled for the first and second shifts. Employees who must travel from job site in order to purchase lunch will be allowed fifteen minutes additional time for such purposes, which will be considered work time. The employer for good and sufficient cause may change the starting time of shifts and of lunch periods. However, prior to such changes being made, the employer will give 72 hours advance written notice of such changes to the Union, setting forth in the notice the circumstances which necessitate the change. Upon receipt of such notice, the Union shall have the right to meet with the Employer to discuss any responsible objections to the change. Where responsible objections are made by the Union, the Employer will make every reasonable effort to satisfy such objection. It is further agreed that any such change in established shift hours and/or scheduled lunch periods shall be effected on the first work day of the week in which the change occurs if possible.

Section 9. Immediately prior to lunch and the end of the shift, adequate and reasonable time, as determined by the work

assignment, or supervisor, shall be allowed for the purpose of wash up and storage of personal and company-owned tools.

Section 10. Employees required to work in excess of two hours beyond their regular scheduled shift shall be allowed thirty (30) minutes time off to eat on or off the premises without loss of pay. In addition thereto, affected employees shall be paid a meal allowance of \$3.00. The principle expressed herein shall also apply to employees assigned unscheduled overtime which interferes with normal meal periods.

Section 11. Paid rest periods of fifteen (15) minutes each shall be granted in the first and second halves of the shift. Rest periods shall be free time for employees, and the employees shall be on the job site ready to work at the expiration of the relief period.

ARTICLE XIII

REPORT-IN-TIME

Any employee reporting for work on a regular workday at his regular starting time or at a later time designated by the Management shall, unless previously notified not to report, be given at least four (4) hours work in any department, in which work of his classification is available or four (4) hours pay at straight time rates if no work is available, unless failure to provide work is caused by an Act of God or other circumstances beyond the Employer's control.

ARTICLE XIV

CALL-IN-TIME

An employee who, after the close of his normal shift hours, is advised or called to work shall be paid a minimum of four (4) hours at the prevailing overtime rate which shall include the shift differential applicable at the time he reports. Where the reason for the call-in is to fill in for absentees or because the work load requires extra employees to man the shift, the affected employee will be so advised. In all other circumstances the problem for which the employee was called will be specifically defined. Once the specifically defined problem has been corrected and the employee is assigned other work, not described at time of call-in, such employee will be considered again called in and will be paid call-in for each specific problem assigned.

ARTICLE XV

VACATIONS

Section 1. An employee shall receive one (1) week's vacation after completion of six (6) months and then an additional week after one (1) year; an employee shall then receive two (2) weeks' vacation each year to be earned from anniversary date to anniversary date, but in no case will receive more than two weeks of vacation for the first calendar year.

Section 2. In addition to the foregoing, each employee who shall have been in the employ of the employer at least six (6) years shall receive each contract year a third week of vacation with pay; and each employee who shall have been in the

employ of the employer at least fifteen (15) years shall receive each contract year a fourth week of vacation with pay; and each employee who shall have been in the employ of the employer at least twenty (20) years shall receive each contract year a fifth week of vacation.

Section 3. (A) Vacation pay shall be the normal weekly straight-time pay including shift differential for each week of vacation. Procedures for selection of vacation time will be arranged by and between the Union Committee and the Employer. When two (2) or more employees are requesting the same available vacation period, preference will be given on the basis of seniority.

(B) All bargaining unit members who are eligible for any weeks of vacation may take one (1) of such weeks of vacation on a daily basis provided at least one (1) day's notification has been given to the employee's respective Supervisor unless the absence is due to illness, personal business, or an emergency, in which case notification will be given by the employee at the first opportunity after the illness, personal business or emergency arises. All other vacations will be scheduled and taken in weekly increments and once scheduled and approved, will not be changed or interrupted, unless a department or employee emergency arises.

Section 4. An employee who is laid off or whose employment with the Employer is terminated for any cause shall receive with his final check, vacation pay due for the contract year in which he is laid off or terminated on a pro-rated basis. In the event of the death of an employee who has earned

but not used his vacation for the contract year in which death occurred, his beneficiary or estate shall receive an amount equivalent to his earned vacation plus pro-rated vacation for the year in which the death occurs. Pro-rated vacation shall be based upon 1/12 of the annual vacation allowance for each month worked beyond the anniversary date. An employee retiring under the retirement plan will be entitled to all vacation for which his service would qualify him during the calendar year in which he retired.

ARTICLE XVI

PAID HOLIDAYS

Section 1. Recognized Holidays: The following days are recognized as holidays:

New Year's Day	Veterans Day
Presidents Day	General Election Day
Good Friday	Thanksgiving Day
Primary Election Day	Friday After Thanksgiving
Memorial Day	Day
(Last Monday in May)	Day Before Christmas Day
Independence Day	Christmas Day
Labor Day	Day Before New Year's Day

Section 2. Holidays During Vacation: If a holiday falls within an employee's vacation period, such holiday shall not be considered as part of the vacation period, and the employee shall be granted an additional day with pay before or after the scheduled vacation.

Section 3. Holidays on Sunday: Any holiday which falls on a Sunday shall be celebrated on the following Monday. Any holiday which falls on a Saturday shall be celebrated on the preceding Friday. The intent of this Section is to allow

employees to receive five days pay for four days work. Therefore, Employees that have work weeks of other than Monday through Friday, and would be required to work such Saturday or Sunday, the Saturday or Sunday would be their holiday for purposes of computing payment of holidays worked, Section 5 of this Article.

Section 4. Eligibility: Employees shall be paid for the holidays listed in Section 1 of this Article for eight (8) hours at their straight time hourly rate, plus night shift premium, if any, provided the employee is in a pay status some portion of the week in which the holiday occurs.

Section 5. Payment of Holidays Worked: All hours worked on any of the above named holidays shall be paid for at least two (2) times the regular rate including shift premium, plus the holiday pay.

ARTICLE XVII

LEAVE OF ABSENCE

Section 1. For good and sufficient reason, a leave of absence for personal reasons not to exceed thirty (30) days shall be granted by the Employer or not to exceed six (6) months on account of illness. Personal leaves taken shall be without pay. Sick leaves will be paid in accordance with sick leave accrued. If the sick employee is not able to return at or before the expiration of this period, his case shall be subject to review by the Employer and the Union and, if the facts justify, an extension up to six (6) months may be granted by mutual consent, which in exceptional circumstances may be

further extended by mutual consent. In the case of sick leave, the Employer has the right to refuse application to return to work until the applicant has been examined and approved by the Employer's doctor. In case of disagreement over physical condition, the matter may be handled under Article VII, Grievance and Arbitration procedure.

All applications for leave of absence shall be in writing and submitted to the Department Head or the Personnel Department, and except in emergency shall be made prior to beginning of absence.

Seniority will accumulate during leaves unless otherwise stated in the leave of absence.

An employee who takes other employment while on leave will be considered as having resigned, unless the leave of absence specifically permits the taking of other employment. Employees required to be absent from work on a day-to-day basis to conduct official Union business shall be excused (without pay) and no absence will be charged provided prior written request is received from the Union. In emergency circumstances when prior written notice cannot be given, the Union will give prior oral notice followed by written notice as soon as possible.

The Employer will grant, upon prior request of the Union, extended leaves of absence without pay for official Union business to one (1) employee or more than one, if it would not hamper the Employer's operations. Such leaves of absence shall not exceed one (1) year and will be renewed for additional

periods upon written request of the Union. Seniority and retirement benefits shall accumulate during such leaves of absences.

Section 2. Military Leave: An employee shall be given a leave of absence in accordance with the Selective Service Act of 1948, as amended.

Section 3. Reservist Duty: An employee who is an active member of a recognized reserve component of the Armed Forces of the United States shall be granted time off for required active training. An employee shall be paid the difference, if any, between reservist pay and his rate of pay for a period not to exceed ten (10) normal working days, eighty (80) hours, in any calendar year. An employee shall furnish acceptable evidence of training time and payment therefore.

Section 4. Jury Duty: An employee, required to serve on a jury, or who is subpoenaed to appear as a witness in a court of law, will be paid the difference between his regular straight time pay and that paid as a juror for each of his scheduled days of work on which he is required to serve on the jury or appear as a witness as the case may be. Employees on the first or second shifts will not be required to report for work on the day they are required to serve as a juror or appear as a witness. Third shift employees will not be required to report for work on any night prior to reporting for jury duty, or appearing as a witness the following day where the work week starts on a Sunday night and on any night following where the work week starts on a Monday morning. It shall be the responsibility of each such employee to present to his Supervisor a

copy of the court summons or subpoena and a weekly certificate from the Clerk of the Court showing the days served as a juror or a witness and the amount paid for jury service.

NOTE: Employees required to appear as a witness in a court of law shall not receive payment under this section if such appearance is related to their employment with another employer.

Section 5. Death in Family: In case of the death of a member of the immediate family of an employee, the employee shall be granted a maximum of four (4) consecutive work days off with straight time pay to attend the funeral and to attend to administrative details. Members of the immediate family shall be the spouse, children, step-children, parents, step-parents, father-in-law, mother-in-law, brothers, sisters, half brothers, half sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, grandparents, grandparents of spouse, grandchildren, whether of natural relationship or legally adopted or under legal guardianship of the employee.

ARTICLE XVIII

SICK LEAVE

Section 1. Employees shall accrue paid sick leave at the rate of two and thirty-one hundredths (2.31) hours per week for each week of employment during which the Employee is in a PAY STATUS for any portion of the week. Such sick leave accrual to begin on the first day of employment, providing however that probationary employees shall not be entitled to sick leave usage until satisfactory completion of ninety (90) calendar

days. Sick leave shall be cumulative and carried over from year to year with no maximum limit of accumulation. Employees retiring because of physical disability shall be entitled to exhaust sick leave accumulated prior to effecting disability retirement.

Section 2. Sick leave may be utilized by employees for medical appointments providing such appointments are made in advance, the Employer is notified of the anticipated absence, and attendance by recognized medical physician is verified.

Section 3. Employees reporting for work, and who subsequently become ill, shall be compensated for the remainder of the shift, provided the employee is either sent home by the Employer, or the employee obtains a medical certificate indicating attendance by a recognized medical physician on the day of the absence.

Section 4. Employees injured while in a duty status shall first be paid the difference between their normal straight time hourly or weekly wage, and Workmen's Compensation Benefits. Such payments shall continue for sixty (60) work days. After sixty (60) work days' payment, the affected employees will be required to exhaust accumulated sick leave benefits. After exhausting sick leave benefits, the employer will again pay the difference between the affected employee's normal straight time, hourly rate, and workmen's compensation until the employee either is able to return to duty, or is declared permanently disabled, but in no case to exceed an additional 6 months. However, prior to resuming the payment of differential between straight time earnings and workmen's compensation

(after exhausting sick leave benefits), the Employer shall reserve the right to require an examination by a medical physician designated by the employee (at no cost to the employee) from a list furnished by the Employer, of not less than three (3) General Practitioners or not less than two (2) Board Certified Specialists, as appropriate, for the nature of the injury. The designated physician shall determine the physical condition of the affected employee and submit his findings to the parties. Should the designated medical physician determine the employee is able to return to work, or the employee is permanently disabled, no further differential payment shall be made. However, should a dispute arise as to the determination made by the designated medical physician, the matter shall be subject to the grievance procedure.

Section 5. Employees claiming absences charged to sick leave shall have the responsibility to furnish reasonable explanation of any paid absence to the Employer. In addition thereto, where there is evidence of a pattern of sick leave abuse, the Employer shall have the right to require a medical certificate for any absence claimed as sick leave until such time as the pattern of abuse no longer exists. The questionable absence shall not be paid until medical certificate has been received by the employer. Provided such employee has received prior notification of such requirement in the presence of the steward or in writing.

Section 6. Upon retirement, an employee shall receive credit for all accumulated sick time and shall be paid for said

time at the rate of eight (8) dollars for each eight (8) hours of accumulated time.

ARTICLE XIX

INSURANCE

The employer agrees that Group Insurance benefits enumerated in Lincoln National Life Insurance Company Policy Numbers D 13192 and L 13192 shall be extended to all bargaining unit employees. These benefits, except as hereinafter provided, will remain in full force and effect for the life of this Agreement, at a cost of \$1.20 per year per employee, regardless of whether coverage provided is for individual, individual and spouse, individual and children, or individual and family. Each employee who, after six years of service, retires from the City shall receive a life insurance policy in the amount of five thousand (\$5,000.00) dollars at no cost to the employee for the rest of his life, and shall also be eligible to participate in the current retiree's group health plan at the rate determined by the carrier.

ARTICLE XX

PENSIONS

All bargaining unit employees shall be covered by the Public Employees Retirement Fund and will be credited for all prior service with the Employer, whether previously covered by PERF, other plans, or no plan. Employees with broken service will be credited for past service on a cumulative basis provided no withdrawal of contributions has been made. Where

withdrawals have been made, the Administrator of the PERF Plan shall determine whether periods of service for which a withdrawal was made will be credited, and the conditions which must be met in order to receive such credit.

In cases where previous service was credited under plans other than PERF, and withdrawals were made from those plans, broken service for which a withdrawal was made will not be credited unless affected employees repay the amount withdrawn.

ARTICLE XXI

SAFETY, HEALTH AND SANITATION

Section 1. A joint Safety and Health Committee will be established for the purpose of making constructive recommendations to the Employer, the Committee will consist of not more than five (5) members, two (2) appointed by the Employer and three (3) employees appointed by the Union. A meeting shall be held once each month and the time spent in attendance by these members shall be compensated at the applicable rate of pay, and minutes shall be recorded by the Employer and copies furnished to the members of the Committee. The Employer will respond to constructive safety proposals made by the Committee and will investigate and take action to correct.

Section 2. Should a walk-around safety inspection of the Employer's premises be conducted pursuant to the provisions of the IOSHA, one (1) member of the Safety Committee designated by the Union, shall have the right to accompany the inspection team during regular duty hours without loss of pay.

Section 3. Uniform allowance for the Humane Officers and Park Service Officers, will be \$500.00/year. Such payment will be made upon presentation of proof of purchase. Normal safety equipment, such as hard hats, aprons, and other protective clothing will be furnished by the Employer. Where needed, safety glasses, as approved by the Safety Director, will be provided, however, some glasses require prescription lens. In these cases, these glasses will be provided, but the cost of the prescription will be borne by the employee. Where safety shoes are required, the Employer shall reimburse the employee for one-half (1/2) the cost of the shoes when the employee provides the receipt for his purchase. No more than two (2) pair a year will be reimbursed.

Section 4. The Employer shall maintain adequate first aid at all times. In addition thereto, the Employer shall insure the immediate availability of ambulance service in the event of an injury or sickness on the job which requires transportation to a hospital.

Section 5. An employee, hurt in an industrial accident, will be paid for all scheduled hours lost receiving medical care on the day he was hurt at his straight-time hourly base rate, plus any overtime premium, or shift differential that may be applicable. In cases where the attending doctor or nurse decides the employee should not return to work and finish out the workday, he will be paid in accordance with the above for all scheduled hours he would have worked that day.

Section 6. The Employer shall furnish and maintain clean and adequate washroom facilities for employees. It is recog-

nized and agreed that it is the responsibility of each employee to utilize these facilities in a responsible manner.

Section 7. No employee in the bargaining unit shall be required to perform any work which is unsafe or subjects the employee to environmental conditions which are likely to be injurious to his health.

ARTICLE XXII

DISCRIMINATION

Section 1. The Employer will not interfere with, restrain or coerce the employees covered by this agreement because of membership in or activity on behalf of the Union. The Employer will not discriminate in respect to hire, tenure of employment or any term or condition of employment against any employees covered by this Agreement because of membership in, or activity on behalf of, the Union, nor will it discourage or attempt to discourage membership in the Union or attempt to encourage membership in the Union or attempt to encourage membership in another Union.

Section 2. The Employer and the Union agree that it will not discriminate against any applicant for employment, or any present employee, in the payment of wages, assignment to jobs, seniority, promotion, demotions, training, transfer, layoff, recall, discipline, discharge, pension benefits, working hours, physical facilities, retirement age, insurance coverage, job classification, classified advertising, recruitment, testing, or any other term, condition or privilege of employment, because of race, color, religion, sex, national origin or occupationally irrelevant physical handicaps.

Section 3. The Employer further agrees that any violation of Title VII of the 1964 Civil Rights Act, as well as the Equal Pay Act of 1963, executive order 11246 as amended by 11375 and the Age Discrimination in Employment Act of 1979 will be deemed a violation of this Agreement and subject to the grievance provisions embodied in this Agreement.

ARTICLE XXIII

BULLETIN BOARD

Section 1. The Employer agrees to furnish a bulletin board located in each department where employees normally work for the use of the Union for posting of matters relating to Union meetings and other Union matters of a non-controversial nature. All such notices, as posted by the Union, shall be signed by an authorized Union representative.

ARTICLE XXIV

GENERAL PROVISIONS

Section 1. The Employer, in exercising its right to impose discipline, shall be consistent in the application of such and the procedure of applying discipline in a progressive manner shall be adhered to. In addition thereto, it is agreed that any penalty imposed shall, within reason, be consistent with the offense committed. The Employer shall initiate disciplinary action against a unit employee within ten (10) work days after knowledge of the action out of which the discipline arose by the Director of Personnel/Labor Relations or his designee, or in failing to do so shall forfeit any right to

take disciplinary action for such offense, except this may extend to thirty (30) working days if the Employer notified the Union during the ten (10) work day period.

Section 2. Establishment of new policies or changes of existing policies will be for just and sufficient cause and reasonable in application. Prior to the effective date of any such new or changed policy that is to be applied bargaining unit wide, the Union will be notified.

Section 3. Whenever the male gender is used in this Agreement, it shall include the female gender where applicable.

Section 4. At such time as metric measurement devices become necessary for employees in the performance of their jobs, the Employer will make such tools available in the stock-room to be checked out as the needs arise.

Section 5. Employees of this bargaining unit shall be supervised by and responsible to a designated Supervisor in matters pertaining to job assignments, temporary or permanent transfer, work assistance, work performance, attendance and discipline. In the absence of the employee's Immediate Supervisor, a supervisor will be designated to fill in during his absence.

Section 6. Employees covered by this Agreement shall be furnished and paid for full time employment in accordance with the working schedules of the various classifications, provided they report for work in accordance with said schedules. In this connection, employees whose regular scheduled work cannot be performed because of inclement weather, will be assigned to perform such work as the Employer can provide without regard to

the classification within which such work normally would be scheduled and the Employer will not suffer any grievance or additional liability for such action. For purposes of this section, Inclement Weather is defined as environmental conditions which subjects the employee to unreasonable discomfort.

Section 7. Employees shall be assigned to report for work at one specific location. Subsequent to reporting, the Employer will be responsible for providing transportation from the reporting site to the job site.

Section 8. Employees, required to use their private vehicle to travel from one job to another, and/or to use their private vehicle for travel outside the City of Fort Wayne on business of the Employer, shall be reimbursed for each mile at the maximum amount allowed by State Board of Accounts.

Section 9. Employees, on travel assignments which necessitate overnight lodging, shall be reimbursed in the amount of the actual cost of hotel/motel accommodations, meals and incidental expenses. Employees will be required to itemize expenses and are expected to be prudent in the amounts expended while on travel assignments.

Section 10. Employee's Address: An employee shall, at all times, keep his Supervisor advised in writing of the employee's current phone number and current mailing address. Failure of an employee to comply with the provisions of this section shall relieve the Employer of any obligation to give any notice to the employee required by this Agreement.

Section 11. Federal and State Laws: Should any of the terms of this Agreement become void or illegal because of

applicable State or Federal law, or because of the action of any State or Federal Agency having cognizance in such matters, then only that portion of the Agreement specifically affected by such law or action shall become void, and all the balance of the Agreement shall remain in full force and effect in accordance with the terms of the Agreement and for the duration of this Agreement, and in such contingency, the parties shall meet promptly and negotiate substitute provisions for those parts or provisions rendered or declared illegal.

Section 12. The agreement shall be printed in booklet form at the expense of the Employer and distributed by the Employer to each employee on the payroll as of the signing of the Agreement, as well as to each person who is hired or rehired. In addition, the Employer shall furnish a reasonable number of printed Agreements to the Union. As part of their orientation, new employees hired in a position included in the unit will be advised of the contractual relationship between the Employer and the Union, and will be introduced to the Steward of the area in which they are initially assigned.

Section 13. Employees covered by this Agreement shall have the free and unimpeded right to join, participate, and support any legal political party of their individual choice, or to refuse to join, participate, and support any political party. In addition thereto, no employee shall be required to financially support any political party or individual. However, no employee shall be denied the right to make such a contribution on a personal, voluntary basis.

Section 14. In the event computer space becomes available, the Employer agrees to deduct monies from each employee's wage who gives written authorization for such deductions on a bi-weekly basis and remit such deducted monies to the Machinists Non-Partisan Political League on a monthly basis. Employee's desiring to have such deductions made shall authorize same on the following type form:

WAGE DEDUCTION AUTHORIZATION CARD

(Date)

I, _____, Clock # _____,
(Name of Employee)

authorize and direct the City of Fort Wayne, Indiana to deduct biweekly from my wages the sum of \$ _____ and forward this amount monthly to the Treasurer of the Machinists Non-Partisan Political League at 1300 Connecticut Avenue, N.W., Washington, D.C. 20036. I hereby authorize that the above amount be deducted from each pay check from the Employer.

I have executed this wage deduction authorization voluntarily without any coercion, duress, or intimidation and none of the monies deducted are a part of my dues or membership fees to the local Union. This authorization and the making of payments to MNPL are not conditions of membership in the Union or of employment with the Employer and I understand that the money will be used by MNPL to make contributions and expenditures in connection with federal elections.

(Employee's Signature)

ARTICLE XXV

PERSONAL TIME

Section 1. Separate and independent of vacation and sick leave allowances, employees shall receive two (2) days personal time each calendar year, commencing with the completion of one (1) year's service. Such time may be utilized by employees for

urgent or unforeseen matters requiring their immediate attention. Except for good and sufficient cause, the employee will advise the Employer twenty-four (24) hours in advance of the absences. Pay for absences claimed as personal time shall be at the employee's straight time hourly rate, or in the case of salaried employees on a pro-rata basis, including applicable shift differential where applicable. Personal time may be taken in four (4) hour increments.

ARTICLE XXVI

OVERTIME AND COMPENSATORY TIME OFF

Except as otherwise provided herein:

Section 1. Purpose of Article. This Article is intended to provide the basis of computing overtime pay and shall not be considered as a guarantee of overtime hours worked per day or per week.

Section 2. Premium Pay. Employees shall be paid overtime on their regular straight time hourly rate including shift premium for hours worked as follows:

A. Overtime paid at one and one half ($1\frac{1}{2}$) the regular straight-time hourly rate shall be paid for each, or any of the following instances. In each instance it shall not be dependent on any other instance, it being understood there shall be no pyramiding.

1. All work in excess of eight (8) hours in any one (1) day.
2. All work performed on Saturday as such or the affected employees sixth (6th) consecutive work-day.

B. Overtime paid at double time shall be paid in any or each of the following instances. In each instance it shall not be dependent on the other instance, it being understood there shall be no pyramiding.

1. All work performed on Sunday as such or the affected employees seventh (7th) consecutive workday.

Section 3. The Employer agrees to maintain records of all overtime work by shift and classification, and to the maximum extent possible distribute overtime equally among employees within a classification. It being agreed and understood that shift assignments may dictate temporary imbalances within a classification, but will not alleviate the responsibility of the parties to make continuing effort to equalize the opportunity for all employees within a classification to work overtime regardless of shift. In this connection, all overtime assignments shall be offered first to the employee, on the shift affected, with the least amount of overtime recorded. Because of the nature of the work, mandatory overtime shall be agreed to for the Humane Shelter and the Emergency Medical Technicians and Communications. After all other options have been used, the least senior employee in these departments will be the final choice. Persons on vacation, personal time or compensatory time shall not be forced to work overtime, regardless of seniority.

Section 4. Employees who are properly notified and decline to work overtime offered, shall be charged the number of overtime hours declined for distribution purposes.

Employees on sick leave, or vacation, for periods in excess of three (3) weeks shall be charged the average number of hours worked by all employees within the classification within a shift during the entire absence. It is agreed and understood that an employee shall have the right to decline any overtime assignment which creates an inconvenience for the employee.

Section 5. Employees transferred (permanently) from one classification to another, shall initially be charged with the average number of overtime hours recorded by all employees within the classification within the shift. Employees temporarily transferred to a different classification and/or probationary employees shall only be offered overtime after all employees within the classification within a shift have been afforded the opportunity to work, and only then if qualified to perform the available work.

Section 6. The employer shall maintain records of all overtime worked, or declined, and shall make such records available to the Union upon request.

Section 7. Exceptions to the overtime distribution rules may be made by the Employer as follows:

- A. Assignment of employees to continue a job which commences during a normal shift, where continuity on the job is essential.
- B. The employees within a classification are the only employees qualified to perform the work. However, where this exception creates continuing imbalances, additional employees will be trained.

Section 8. Employees will be notified of scheduled Saturday or Sunday overtime prior to the end of the Thursday shift (third shift will be notified prior to the end of their shift, (7:00 a.m.) on Thursday. Notification of daily overtime will be made prior to the end of the shift on the day preceding the day on which the overtime is to be worked.

Section 9. Employees working overtime shall receive payment for such overtime work if they so desire, except that no employee shall be paid overtime payments which result in the employee receiving pay which exceeds the maximum yearly salary rate for the classification established by ordinance. Where such situations arise, the affected employee will be granted compensatory time off in an amount equal to the hours of pay the employee would have received had said overtime payments been permitted.

Section 10. Employees except Emergency Medical Service employees, may elect to receive compensatory time instead of monies for overtime hours worked. No employee may have unused accumulated compensatory time of over forty (40) hours without either using compensatory time or receiving monies for such overtime work. Compensatory time off must be granted and taken prior to termination as no cash payment will be made.

Section 11. Any employee transferred to another department who has unused compensatory time will carry such compensatory time to their new department. Compensatory time must be scheduled at least one day in advance except for emergencies.

ARTICLE XXVII

WAGES AND PROGRESSION

Section 1. It is the intent of the parties to apply the principle of equal pay for equal work in all classifications. Job content will be the sole criteria in determining the labor grade in which the classification is placed. The skills, ability and qualifications necessary to perform normal work assignments, should accurately reflect the job descriptions of employees within the bargaining unit. In making this determination, due consideration shall be given to the skills and qualifications necessary to perform the job in relation to other jobs with similar or identical skill requirements.

Section 2. New hires under this Agreement shall be hired at the starting rate of the Labor Grade within which the classification is hereinafter listed. Except as otherwise provided herein, no change shall be made in any classification within the bargaining unit, nor shall any deviation be made in respect to the negotiated rate of pay for any classification unless mutually agreed to by the parties in writing.

Section 3. Employees promoted to a higher labor grade shall be slotted in the schedule of the higher labor grade at the increment level immediately above their current rate. Employees demoted, resulting in placement in a lower labor grade, shall be placed in the schedule of the lower grade nearest the rate held in the highest labor grade, but in no instance above the maximum rate of the lowest labor grade. Employees transferred to an equal labor grade shall retain their rate of pay.

Section 4. Any employee, working a schedule where the majority of hours worked in a given working day are between 3:00 p.m. and 7:00 a.m., shall be considered working on a night shift and shall be paid thirty-five (35) cents an hour bonus for the complete time worked in any continuous twenty-four (24) hour period.

Section 5. In keeping with the City's wage system the incremental salaries appearing in Addendum B to this Agreement will constitute the wage agreement for the life of this contract subject to the modifications spelled out in Addendum B.

ARTICLE XXVIII

DURATION AND CHANGE

Section 1. This Agreement shall become effective 12:01 a.m., December 28th, 1981, and shall remain in full force and effect until midnight, March 2, 1985, and from year to year thereafter unless either party shall, no more than ninety (90) and at least sixty (60) days prior to any anniversary date, hereof, notify the other party of a desire to amend or terminate this Agreement. In the event such notice is given, the parties shall meet no later than fifteen (15) days after receipt of such notice, for the purpose of negotiating a new Agreement.

Section 2. No agreement, waiver, alteration, understanding, variation or modification of any terms or conditions contained herein shall be made by any employee or group of employees, with the Employer, and in no case shall it be bind-

ing upon the parties hereto, unless such Agreement is made and executed in writing between the parties hereto, and the same has been ratified by the Union.


Section 3. The waiver of, or any breach of conditions of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

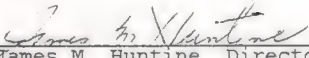
AGREEMENT BETWEEN
THE CITY OF FORT WAYNE
AND
THE INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS


#2569


In witness whereof, the parties have caused this agreement to be executed by their respective officers and representatives thereunto duly authorized this 28th day of December, 1981.

For The City of Fort Wayne

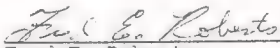

Win Moses, Jr., Mayor

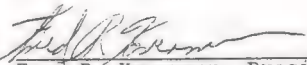

James M. Huntline, Director
Personnel/Labor Relations

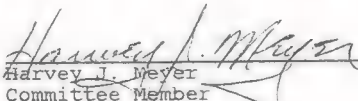

Connie L. Reed, Associate
Director Personnel/Labor
Relations

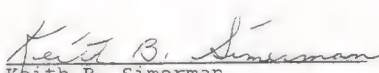

V. Dean Chandler, Payroll
Supervisor/Personnel
Consultant

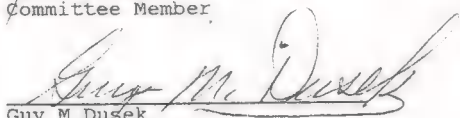
For International Association
of Machinists and Aerospace
Workers


Fred E. Roberts
Dir. Bus. Rep.


Fred R. Koverman, President


Harvey J. Meyer
Committee Member


Keith B. Simerman
Committee Member


Guy M Dusek
Committee Member

ADDENDUM A
CONFIDENTIAL EMPLOYEES

CITY UTILITIES:

Water Engineering

Administrative Assistant

Water Maintenance and Service

Purchasing Officer

Customer Relations

Administrative Assistant

Water Resources

Administrative Assistant

Project Leader

Data Processing

Project Leader

Executive Secretary A

Division of Operations

Administrative Assistant

Executive Secretary A

Consultant

CIVIL CITY:

Economic Development

Executive Secretary B

Controller

Adm. Federal Funds

Internal Auditor

Executive Secretary

Purchasing

Executive Secretary B

City Clerk

Executive Secretary A

Board of Works

Clerk to Board

Executive Secretary A

Community Development and Planning

Senior Planner

Administrative Assistant

Executive Secretary A

Police Civilians

Chemist

Darkroom Technician

Records Bureau Technician

Executive Secretary B

Information Specialist

Fire Civilians

Executive Secretary A

Humane Commission

Animal Technician

Park

Business Manager

Public Information Officer

Zoo Curator and Educational Specialist

Redevelopment

Executive Secretary

Community Development and Planning (Block Grants)

Assistant Relocation Specialist
Assistant Finance Officer
Coordinator of Fair Housing
Department Accountant
Compliance Administrator
Chief Housing Counselor
Real Estate and Relocation Manager
Special Project Manger

CETA:

Controller
Fort Wayne Coordinator
Planning Administrator
Prog/Staff Development Admin.
Public Information Officer
County Coordinator
EEO Officer
Four County Career Ctr. Admin.
Labor Relations Specialist
Management Coordinator
County Careet Devel. Specialist
Federal Accountant
IMU Officer
MIS Coordinator
Payroll/Cost Accountant
Placement Coordinator
Training Coordinator

Accountant, Internal Staff
Academic Remedial Instructor
Administrative Assistant
County Counselor
County Instructor
Monitoring Specialist
Security/Maintenance
County Office Manager
Workers Comp./Personnel Clerk
FCCC - Office Manager
Executive Secretary
Executive Secretary A
Research Secretary
Van Driver - County

ADDENDUM B
WAGE/SALARY AGREEMENT

- Section 1. All covered employees will be brought into conformity with the attached scale (Table A - 1982) in the following manner:
- A. Persons whose current salary/wage falls below the minimum will be brought up to the start rate.
 - B. All persons whose current salary already exceeds the minimum will be raised to the next step, except that no raise will be less than two and one-half (2.5) percent.
 - C. In no event will any salary/wage exceed the maximum for that labor grade.
- Section 2. This increase will be effective with the first pay of 1982 if this agreement is ratified not later than January 15, 1982.
- Section 3. Between January 1, 1982 and June 30, 1982, all I.A.M. & A.W. represented positions will be re-evaluated by a panel including two (2) Union representatives in order to correct inequities. Modifications resulting from this re-evaluation will be proposed jointly to City Council with the 1983 City salary ordinance. Adjustments

based upon these equality modifications in the approved 1983 salary ordinance will be included in the 1983 general increase.

Section 4. All employees will be advanced one step automatically on each January 1 for the life of this contract.

Section 5. Beginning January 1, 1983 and continuing through January 1, 1985 the lowest step (Start) will be eliminated and the next highest step will become the starting rate. This will serve to create a three (3) step range for all labor grades by 1986.

Section 6. The only modification to this agreement in the life of this agreement, other than those specified above, will occur if the average general increase for any other bargaining unit should exceed the average general increase for this bargaining unit. In that event, the I.A.M. Table A scales will be increased to correspond to the average difference between the programmed increase for the I.A.M. members and the other bargaining unit.

TABLE A - 1982

Labor

Grade	Start	Step 1	Step 2	Step 3	Step 4	Maximum
-------	-------	--------	--------	--------	--------	---------

1	3.61	3.85	4.09	4.32	4.56	4.80
2	4.06	4.33	4.60	4.86	5.13	5.40
3	4.51	4.81	5.11	5.40	5.70	6.00
4	4.96	5.29	5.62	5.95	6.28	6.61
5	5.41	5.77	6.13	6.49	6.85	7.21
6	5.86	6.25	6.64	7.03	7.42	7.81
7	6.31	6.73	7.15	7.57	7.99	8.41
8	6.76	7.21	7.66	8.11	8.56	9.01
9	7.22	7.70	8.18	8.65	9.13	9.61
10	7.67	8.17	8.69	9.19	9.70	10.21
11	8.12	8.66	9.20	9.73	10.27	10.81
12	8.57	9.14	9.71	10.27	10.84	11.41
13	9.02	9.62	10.21	10.81	11.40	12.00
14	9.47	10.10	10.73	11.35	11.98	12.61
15	9.92	10.58	11.24	11.89	12.55	13.21



The City of Fort Wayne

AGREEMENT BETWEEN THE CITY OF FORT WAYNE AND THE INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS LOCAL UNION NO. 2569

At a meeting held on Wednesday, July 18, 1984, between the Machinists' Union and the City of Fort Wayne, the following understandings and/or agreements were reached:

The following jobs are agreed to be incorporated into the IAM & AW Local 2569 bargaining unit:

In the Controller's office, one Receptionist and two Financial Accountants;

In the Purchasing Department, one Receptionist and one Data Entry Clerk;

In the Board of Public Works, one Executive Secretary VI/Bookkeeper and one Receptionist;

In the Community Development & Planning Department, one Accounts Payable Bookkeeper;

In the Police Records Bureau, one Executive Secretary V;

In the Weights and Measures Department, one Receptionist/Secretary IV;

In the Traffic Engineering Department, one Accountant and Robert Hursh to be placed in that position.

Further, the City agrees to reevaluate its position concerning Economic Development Department jobs and to meet with the Union Grievance Committee to justify its determination of whether or not the jobs in question should be in the bargaining unit. This meeting is to be accomplished no later than September 1, 1984.

It is further agreed by the Union, on a non-precedent-setting basis, that it will not pursue the successors clause as outlined in the collective bargaining agreement if and when the City chooses to contract out the Parking Garages.

FOR THE CITY:

Anthony Hodges
Anthony Hodges, Director of
Labor Relations

Dated: July 30, 84

FOR THE IAM & AW LOCAL 2569:

Allan D. Frisinger
Allan D. Frisinger, President

Nancy Shafer
Nancy Shafer, Chairperson
of Bargaining Committee

An Equal Opportunity Employer

One Main Street, Fort Wayne, Indiana 46802



Revised by mutual agree
6/20/83

The City of Fort Wayne

LETTER OF AGREEMENT

BETWEEN

CITY OF FORT WAYNE, INDIANA

AND

INTERNATIONAL ASSOCIATION OF MACHINISTS
and AEROSPACE WORKERS, LOCAL 2569

Pursuant to provisions of Addendum B of the Agreement between the City of Fort Wayne, Indiana and the International Association of Machinists and Aerospace Workers, Local 2569, the following items have been executed and constitute modifications to that agreement commencing January, 1, 1984 and continuing through the life of the agreement:

- 1) The following IAM & AW represented positions in Civil City of Fort Wayne, City Utilities of Fort Wayne and all related operations, having been evaluated by a panel consisting of both Union and Management representatives, will be fixed at the following labor grades as of the implementation date of this letter of agreement:

DEPARTMENT	TITLE	LABOR GRA
Street Light Engineer	Engineer (Design)	13
	Junior Engineer	12
	Secretary VII	7
	Technical Aide	7
	Groundman	6
	Journeyman Electrician	10
Street Light Warehouse	Materials Control/Office Supervisor	12
	Maintenance Electrician	11
	Operator/Repair Person	9
	Materials Control/Storeroom Keeper Assistant	11
	Stockman Assistant & Night Patrol	7
	Investigative Water Coordinator	13
Water Engineering	Junior Engineer	12

An Equal Opportunity Employer

One Main Street, Fort Wayne, Indiana 46802

DEPARTMENT	TITLE	LABOR GRADE
Water Engineering (cont.)	Secretary VII	7
WPC Engineering	Project Engineer	14
	Engineer	13
	Junior Engineer	12
	Project Technician	11
	Secretary VII	7
	Secretary V	5
WPC Plant	Chemist	14
	Assistant Chemist	12
	Technician	12
	Inspector-Electrical/ Mechanical	11
	Office Manager	9
	Secretary VI	6
	Clerk-Typist II	2
	Assistant Technician	10
C.U. Garage	Senior Mechanic	10
	Stockroom Keeper	8
	Mechanic (Journeyman Mechanic)	9
	Mechanics Helper	5
	Wash & Gas Person	2
	Clerk-Typist III	3
Transportation	Administrative Secretary	8
Technical Services	Survey Division Chief	14
	Inspection Div. Chief	14
	Drafting Division Chief	14
	Working Leader	13
	Cost Accountant	12
	Survey Party Chief	13
	Survey Pary Chief "B"	12
	Inspector "A"	12
	Drafting Technician "A"	11
	Right-of-Way Inspector	12
	Survey Technician "A"	11
	Instrument Technician	9
	Inspector "B"	10

Page 3
Letter of Agreement

DEPARTMENT	TITLE	LABOR GR
Technical Services (cont.)	Reproduction Machine Operator	8
	Drafting Technician "B"	9
	Survey Technician "B"	8
	Inspector "C"	7
	Information Processing Operator	8
	Administrative Secretary	8
Controller's Office	Financial Accountant	11
	Barrett Law Accountant	10
	Accountant/Bank Reconciliation	9
	Bookkeeping-Data Entry	8
	Accounting Clerk	8
Metro Human Relations	Intake/Investigator	9
	Secretary VI	6
	Commission Clerk	4
	Fair Housing Analyst/Investigator	8
City Clerks Office	Secretary V	5
	Teller	5
Board of Works	Secretary VI	6
C.D. & P.	Planner II	14
	Planner I	12
	Land Use Specialist	12
	Zoning Enforcement Officer	12
	Assistant Zoning Enforcement Officer	10
	Administrative Secretary	8
	Urban Designer II	14
	Urban Designer I	12
	Drafting Technician	8
	Secretary VII	7
	Secretary VI	6
	Receptionist/Typist	4
	Rehabilitation Technician	11
	Assistant Department Accountant	10
	Loan Officer	10

DEPARTMENT	TITLE	LABOR GRADE
C.D. & P. HANDS (cont.)	Assistant Relocation Spec.	9
	Housing Counselor	10
	Financial Secretary	7
	Secretary VII	7
	Secretary IV	4
	Program Development Asst.	10
Street Engineering	Design Engineer	14
	Project Engineer	14
	Engineer	13
	Land Acquisition Agent	13
	Administrative Secretary	8
Police Civilians	Journeyman Mechanic	9
	Secretary VII	7
	Mechanic's Helper (Mechanic)	7
	Clerk Typist/Computer Input	7
	Secretary IV	4
	Clerk Typist IV	4
Fire Civilians	Secretary VI	6
	Senior Mechanic	10
	Secretary VI	6
	Secretary V	5
Communications	Dispatcher	11
Traffic Engineering	Engineer (Traffic Design)	13
	Signal Electrician	11
	Junior Engineer	12
	Data Processing Technician	9
	Painter First Class	9
	Administrative Secretary	8
	Secretary VI	6
	Clerk Bookkeeper	8
Animal Control	Complaint Officer	11
	Education Specialist	11
	Officer/Animal Control	10
	Utility Person/Bookkeeper	9
	Animal Care Specialist	6
	Clerk-Dispatcher	6
	Clerk-Typist III	3

DEPARTMENT	TITLE	LABOR GRADE
E.M.S.	Secretary V	5
Park Department	Receptionist/Bookkeeper	6
	Secretary VI	6
	Accounts Payable Specialist	6
	Accounts Receivable Specialist	6
	Secretary VI	6
	Administrative Secretary Sr. Citizen's Center	8
	Secretary VII, Zoo	7
Redevelopment	Project Technician	11
Parking Administration	Parking Control Officer I	9
	Working Leader	8
	Parking Control Officer II	8
	Administrative Secretary	8
	Parking Control Officer III	5
	Utility Person	4
	Attendant	3
CETA	Contract Management Clerk	7
	Cost Accountant	11
	Officer Manager Fort Wayne Operations	8
	Records Clerk	9
	Records Clerk Aide	5
	Intake Program Specialist	11
	Forms Specialist	7
	Administrative Secretary	8
	Secretary VI	6
	Office Clerk	6
	General Maintenance	4
	MIS Clerk	7
	Planner Evaluator	12
	Word Processing Coordinator	8
	Accounts Payable Specialist	6
	Property Control Clerk	10
	Payroll Clerk	7
	Contract Management Specialist	11
	Placement Specialist	13

DEPARTMENT	TITLE	LABOR GRADE
CETA (cont.)	Secretary V	5
	Receptionist	6
	Assessment Training Specialist	11
	Assistant Training Aide	6


- 2) Base pay for EMT's shall be increased according to the scale below. The existing percentages of the appropriate base as outlined in Article XXIII, shall apply for the duration of the bargaining agreement.


	1984	1985
ALS	\$21,200	\$22,500
BLS/ Paramedic Student	\$17,900	\$19,000
BLS	\$16,650	\$17,650

- 3) Apprenticeship Agreements for federally approved programs will be executed prior to January 1, 1984 for the following positions;
- A) Traffic Signal Electrician Apprentice
 - B) Street Lighting Electrician Apprentice
 - C) Automotive Mechanic Apprentice
- 4) Pay adjustments for individuals in positions being upgraded will be to the next highest amount in the new labor grade, unless this would result in pay increases of 3% or less. In this situation, the increase will be made to the next higher step.
- 5) New positions created by the City or substantially modified will be re-evaluated by a joint panel in accordance with the City Evaluation Plan II.

For the City of Fort Wayne:

For International Association
of Machinists and Aerospace
Workers:


James M. Huntine, Director of
Personnel/Labor Relations


Fred E. Roberts, Directing Business
Representative

I.A.M. & A.W. 2569

TABLE B - 1985

Effective 1-1-85. (Supercedes TABLE A - 1982.)

Labor Grade	Step 3 (Start)	Step 4	Maximum
1	4.39	4.63	4.88
2	4.94	5.21	5.49
3	5.49	5.79	6.10
4	6.05	6.38	6.72
5	6.59	6.96	7.33
6	7.14	7.54	7.93
7	7.69	8.12	8.54
8	8.24	8.70	9.15
9	8.79	9.28	9.76
10	9.34	9.86	10.37
11	9.89	10.43	10.98
12	10.43	11.01	11.59
13	10.98	11.58	12.19
14	11.53	12.17	12.81
15	12.08	12.75	13.42



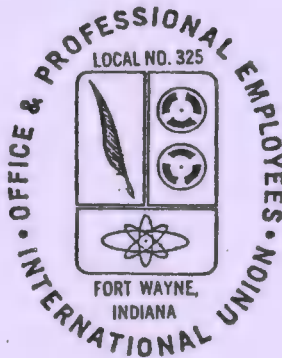
AGREEMENT

BETWEEN



CITY OF FORT WAYNE, INDIANA

and



17

OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION

LOCAL # 325

January, 1986 - December, 1988

Printed by OPEIU Local #325
AFL - CIO



AGREEMENT

General Office
O.P.E.I.U. #325

1986 - 1988

INDEX

	<u>Page</u>
Preamble -----	1
Article I Period of Agreement -----	1
Section 1 Working Agreement -----	1
Section 2 Wage Schedules -----	2
Article II Recognition -----	3
Section 1 Union Recognition -----	3
Section 2 Agency Shop -----	4
Section 3 Union Dues Checkoff -----	5
Article III Management Rights and Responsibilities -----	6
Article IV Non Discrimination -----	7
Article V Grievance Procedure -----	8
Section 1 Procedure to be followed -----	8
Section 2 Extension of Time Limits -----	9
Section 3 Mutual Undertakings -----	10
Article VI Arbitration -----	10
Article VII General Regulations and Working Conditions -----	12
Section 1 Work Schedule -----	12
Section 2 Inclement Weather -----	13
Section 3 Seniority -----	14
Section 4 Probationary Employees -----	17
Section 5 Temporary Employees -----	18
Section 6 Promotions and Bids -----	19
Section 7 Layoffs -----	21
Section 8 Technological Job Changes -----	22
Section 9 Retirement -----	23
Section 10 Transfers Outside Bargaining Unit -	25
Section 11 Temporary Transfers -----	25
Section 12 Pay to Bargaining Committee -----	26
Section 13 Pay to Grievance Committee -----	26
Section 14 Sick and Accident Leaves -----	26
Section 15 Leaves of Absence -----	32
Section 16 Bereavement Leaves -----	33
Section 17 Jury Leave -----	33
Section 18 Military Leave -----	34
Section 19 Notification of Absence -----	34
Section 20 Vacations -----	35
Section 21 Legal Holidays -----	37
Section 22 Premium Pay - Overtime -----	39
Section 23 Insurance Coverage -----	40
Termination of Insurance -----	41
Section 24 Personal Time -----	42
Section 25 Alcoholic Beverages -----	42
Section 26 Safety Practices -----	43
Article VIII Wage Schedule -----	43
Schedule A -----	45
Schedule B -----	47

Preamble

This Agreement is made and entered into by and between the City of Fort Wayne, Indiana, hereinafter referred to as the Employer, and Office and Professional Employees' International Union, Local No. 325, AFL-CIO, hereinafter referred to as the Union. Furthermore, whenever the male gender is used in this Agreement, it shall include the female gender where applicable.

Witnesseth: Whereas the City of Fort Wayne owns and operates water and sewage utilities and supplies such services to schools, parks, playgrounds, public buildings, and other municipal facilities, as well as to its regular customers, and, Whereas: The nature of these services requires continuity of operation,

Therefore: To facilitate the peaceful adjustment of differences that may arise and to promote harmony and efficiency for the mutual benefit of the Employer, its employees and the general public, the parties to this Agreement have agreed together as follows:

Article I

Period of Agreement

Section 1. Working Agreement

- (a) This Agreement shall take effect at the conclusion of satisfactory negotiations, but not before the 1st day of January, 1986, and shall continue in force and effect through the 31st day of December, 1988, and from year to year thereafter, unless it is cancelled or amended.

- (b) Notice of cancellation or requests for amendment shall be submitted no later than October 1, 1988, or October 1 of any subsequent year. If amendments are desired, the contents of the amendments shall accompany the notice. If agreement has not been reached on or before November 30, 1988, or November 30th of any subsequent year and if either party considers the negotiations to date to be unsatisfactory, then either party shall have the prerogative of issuing a thirty-day cancellation notice to be effective on December 31, 1988, or on the anniversary date of any subsequent year. During this notice period, both parties agree to continue negotiations in an effort to reach a settlement.
- (c) Changes in the working agreement agreeable to both parties may be made at any time.

Section 2. Wage Schedules

- (a) The wage and salary rates set out in Schedules "A" and "B" shall take effect at the conclusion of satisfactory negotiations, but not before the 1st day of January, 1986 and January, 1987. Either party may request a wage reopener no later than October 1, 1987. Should such a request be made and should negotiations produce a wage schedule other than as set forth in Schedule "B" of this Agreement, the effective date of such adjustments shall be January 1, 1988, or the first day of the

payroll period during which a settlement is reached, whichever is later. Such subsequent wage schedule shall remain in effect through December 31, 1988 or until the first day of the payroll period during which a subsequent settlement is reached, whichever is later.

- (b) Changes in the wage schedules agreeable to both parties can be made at any time.

Article II

Recognition

Section 1. Union Recognition

- (a) The Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining, in respect to rates of pay, wages, hours of employment and other conditions of employment, for its full-time regular and probationary clerical employees working in or out of the General Office in the job classifications listed in Article VIII and in such job classifications which may be created hereafter having a job content primarily of clerical work.
- (b) The Employer agrees not to interfere with the rights of its employees to become members of the Union and shall not, in any manner, discriminate against any employee because of membership or official position in or lawful activities on behalf of the Union.

Section 2. Agency Shop

- (a) As a condition of continued employment, all employees whose job classifications are covered by this Agreement and who elect not to become members of the Union (1) shall pay to the Union directly an amount equal to the Union's initiation fee and (2) shall thereafter pay to the Union each month, either directly or through payroll deductions, an amount of money equal to the regular monthly dues and fees in effect for other employees in the bargaining unit who are members of the Union. Each employee who subsequently enters a bargaining unit job shall begin such payments in the month in which he completes his first three months of service in such job.
- (b) If an employee fails to comply with the foregoing provisions, the Union shall advise him by certified letter (with a copy to the Personnel/Labor Relations Director) that, if he doesn't pay or arrange to pay his arrears within seven calendar days after receiving the letter, the Union will request the Employer to terminate his employment. If the employee has not complied by the end of the period, the Union shall notify the Personnel/Labor Relations Director, who shall give the employee a further seven-day notice. If the employee has still not complied at the end of that

period, he shall be removed from employment with the Employer, losing all seniority rights and other rights and benefits established by this Agreement.

(c) The Union agrees to indemnify and hold the Employer harmless from any and all claims or rights of action which may be hereafter asserted by any person now or hereafter employed by the Employer and which arise out of the inclusion or enforcement of the provisions of this agency shop section.

(d) After ninety (90) days all temporary employees who work more than twenty (20) hours per week will be required to pay the Union directly an amount equal to the Union initiation fee and shall thereafter pay to the Union each month either directly or through payroll deductions an amount equal to the regular monthly dues and fees in effect for other employees in the bargaining unit who are members of the Union.

Section 3. Union Dues Checkoff

(a) With proper authorization, including voluntary written wage assignments from employees who are covered by this Agreement, the Employer shall deduct each month from the earnings of each of said employees an agreed upon amount representing current regular monthly Union dues and fees and shall remit such monies together with the appro-

priate records to the proper Union official. Any individual wage assignments may be revoked by the employee by giving proper written notice to the Employer. In the event of an overcharge already remitted to the Union, it shall be the responsibility of the Union alone to adjust the matter with the employee overcharged. In the event of an undercharge, the Employer shall make the necessary additional deductions in the next succeeding month or months. In any case, the Employer's responsibility shall not go beyond exercising normal and usual care in carrying out its obligations under this paragraph, the Union will protect the Employer from any and all further liabilities and claims which may arise under this paragraph.

- (b) Any concerted action on the part of the Union, such as strike or slow downs, will result in the Union Dues Checkoff being suspended for one (1) year starting from the day of such strike or slow down.

Article III

Management Rights and Responsibilities

Section 1.

Except as otherwise provided in this Agreement, the Employer in the exercise of its functions of management, shall have the right to decide the policies, methods, fair work and safety rules, direction of employees, assignment of work, equip-

ment to be used in the operation of the Employer's business, the right to hire, discharge, suspend, discipline, promote, demote, assign and transfer employees and to release such employees because of lack of work or for other proper or legitimate reasons. The enumeration of the above management prerogatives shall not be deemed to exclude other prerogatives not enumerated which management may now have. The exercise of these rights by management shall not be used for the purpose of discrimination or injustice against members of the Union, recognizing that all employees are to be treated with fairness and justice.

- (b) Any actions that may be taken by management pursuant to this section shall be subject to the grievance procedure as outlined in Article V of this agreement.

Section 2.

The Union shall be notified prior to the Employer's taking disciplinary action against any employee covered by this Agreement, except in extreme emergency situations.

Article IV

Non-Discrimination

The parties agree that there shall be no discrimination in employment opportunities because of race, creed, sex, national origin, or age as

provided in Title VII of the 1964 Civil Rights Act, and the Age Discrimination in Employment Act of 1979.

Article V

Grievance Procedure

Section 1. Procedure to be followed:

The Employer and the Union recognize that, from time to time, grievances, disputes and complaints arise over matters within the purview of this Agreement. Therefore, whenever the Union or any employee covered by this Agreement feels that the Employer has acted erroneously or improperly in the interpreting and applying any of the provisions of this Agreement, then the Union or the employee, within thirty (30) calendar days of the Employer's action, may invoke the provisions of this Article V. The grievance shall be processed during the regular working hours in the manner hereinafter set forth:

First Step. The aggrieved employee shall present the grievance individually to the immediate supervisor or may, if he prefers, present the grievance jointly with the steward or other Union representative or solely through the Union representative. If the matter is not satisfactorily settled in one working day, Saturdays, Sundays and Holidays excluded, the grievance shall be moved on to the Second Step within the next two working days. If

an individual employee presents a grievance that cannot be immediately resolved, the Union shall be notified that the grievance exists.

Second Step. The employee and the Union representative shall discuss the grievance with the Head of the Department. If the matter is not satisfactorily settled within two additional working days, then the employee and the Union representative shall prepare and forward to the Third Step, within the next five working days, a signed statement specifying the grievance, the section or sections of the Agreement claimed to have been violated and the remedy the Union wishes the Employer to make.

Third Step. The employee and the Union representative shall discuss the grievance with the Personnel/Labor Relations Director. If a satisfactory adjustment has not been reached after ten more working days, either party shall not have more than forty-five (45) calendar days to elect to submit the grievance to arbitration; evidence of this election shall consist of a written notice to that effect given to the other party.

Section 2. Extension of Time Limits

In any of the foregoing steps, the time allowed for discussion adjustment or appeal to the next step may be extended by mutual agreement.

Section 3. Arbitration

- (a) Either party shall apply to the Federal Mediation and Conciliation Service for the nomination of a list of five arbitrators. The Employer and the Union shall each, within fourteen (14) calendar days after receiving the list of names, alternately strike one name from the list; the person finally remaining shall be the arbitrator.
- (b) The arbitrator shall then hear the evidence and, without unfavorable delay, give the decision with the award or remedy not to exceed that requested in the grievance, which shall be final and binding on both parties.
- (c) The arbitrator shall have no authority to add to, detract from or in any way modify the terms of this Agreement, or the wage rates set out in Article VIII.
- (d) The fees and the expense of the Arbitration shall be borne equally by the Employer and the Union.

Article VI

Mutual Undertakings

Section 1.

- (a) The Union agrees for its members who are covered by this Agreement that they will individually and collectively perform loyal and efficient work and services, that they will use their influence and best efforts to protect the property of the Employer and its services to the public and that

- they will cooperate in promoting and advancing the welfare of the Employer's programs and the protection of its service to the public at all times.
- (b) The Union further agrees that in no event whatsoever will any of the employees covered by this Agreement be permitted to cease the continuous performance of their duties in order to coerce the Employer in a dispute.
- (c) The Union agrees that, if any of the employees covered herein do cease work of their own volition, the Employer will be free to replace such employees and obtain competent services to continue its normal operation.
- (d) The Employer agrees not to prevent the continuous performance by the employees of duties required in the normal and usual operation of the departments, but this shall not be interpreted to restrain the Employer from awarding contracts from work covered by this Agreement when greater efficiency or economy would result. However, no contracting of work will be made for the purpose of discriminating against the Union or any employee. Nor will work be contracted out while any employee with one year or more of seniority is in a lay-off status.

Article VII

General Regulations and Working Conditions

Section 1. Work Schedules

- (a) The normal working hours for clerical and technical employees shall be eight (8) hours per day with one (1) hour for lunch.
- (b) The basic work week of bargaining unit employees shall consist of five (5) days, Monday through Friday inclusive, and shall be as currently from 8 a.m. to 5 p.m.; except that between Memorial Day and Labor Day management will institute a basic work day of 7:30 a.m. to 4:30 p.m. for the majority of employees who are not needed to serve the public outside of these hours.
- (c) Two fifteen-minute rest periods with pay for each day worked shall be granted to each employee except those doing field work. The first such rest period shall be taken prior to the normal lunch period. These rest periods shall be taken at such times as will minimize the disruption of the work of the office.
- (d) Basic work weeks of other than Monday through Friday from 8 a.m. to 5 p.m. may be established, for good and sufficient cause, but such schedules shall not be utilized to meet sporadic or temporary workloads. Furthermore, the employee with the greatest seniority shall be afforded preference in filling these schedules. (Sunday Excluded.)

- (e) However, prior to such changes being made, the employer will give 72 hours advance written notice of such changes to the Union, setting forth in the notice the circumstances which necessitate the change. Upon receipt of such notice, the Union shall have the right to meet with the Employer to discuss any responsible objections to the change. Where responsible objections are made by the Union, the Employer will make every reasonable effort to satisfy such objection.
- (f) Reference herein to work weeks or work days shall not be construed as a guarantee of any number of hours of work per day or week for any employee.

Section 2. Inclement Weather

- (a) The Employer and the Union recognize that the completion of each day's meter reading schedule is so important to the maintenance of the continuity of work in the General Office that only the most unusual circumstances should justify the suspension of the meter reading schedule. Hence, the Union recognizes that Meter Readers must accept reasonable discomfort from precipitation, minimums of temperature and maximums of wind velocity and that such discomfort should not justify such suspension.
- (b) The Employer recognizes that there are limits beyond which discomfort is so unreasonable that regular outside work should be suspended or modi-

fied. Therefore, whenever the temperature, as measured by the United States Weather Bureau thermometers, is zero degrees Fahrenheit or lower at 7:30 a.m., the departure on their rounds of the Readers will be held up. If the temperature rises above zero between 7:30 a.m. and 8:30 a.m., the Readers will be sent out. If, at 8:30 a.m., the temperature is zero or below, the day's scheduled readings will be cancelled and the Readers assigned to other work if work is available. Only the Supervisor of the Meter Reading Department or the Chief Meter Reader shall call and request an accurate temperature reading from the Weather Bureau on questionable days. Department Management will determine whether or not inclement weather conditions present safety hazards sufficient to suspend outdoor meter reading.

- (c) Regardless of the temperature, however, any Reader who wishes to do so may read his schedule on a sub-zero day. If the employee does not wish to read on a sub-zero day and work has been properly suspended per above paragraphs and no other work is available, the employee shall not be paid for hours not worked.

Section 3. Seniority

- (a) The seniority of any employees working for the Employer on July 14, 1955, shall mean length of service with the Employer in work now covered by the bargaining unit.

The seniority of any employee hired subsequent to July 14, 1955, shall be measured from the first day on which employee is hired into current employment.

(b) The seniority privileges of any employee shall terminate under any of the following conditions:

1. When employee is laid off for a period of more than one year.
2. When a laid off employee fails to give notice of his intention to return to work within forty-eight hours after the Employer has sent to his last known address a certified letter requesting employee's return (a copy of such letter must be sent to the Business Agent of the Union).
3. When employee gives such notice but fails to return to work within three (3) days after giving notice of intent to return to work, unless unusual circumstances prevent reporting, or unless notice of resignation must be given to a secondary employer, in which cases maximum two weeks from date letter has been sent will apply.
4. When employee submits his resignation to the Employer.
5. When employee is discharged for a just cause.
6. When employee violates the terms of a leave of absence.

7. When employee is pensioned by the Employer.

8. When employee is absent more than three (3) days without reporting the absence to the Supervisor unless there are unusual circumstances that prevent reporting.

(c) Seniority shall continue to accumulate during suspensions for disciplinary reasons.

(d) The Seniority Occupational group shall be:

1. Customer Relations:

Customer Relations Clerk

Cashier

Credit and Collection Clerk I

Credit and Collection Clerk II

Credit and Collection Clerk/Audit and Error

Receptionist/Walk-In

Receptionist/Phone-In

Information Specialist

Data Control Clerk

Utility Clerk

Utility Clerk II

Security Guard

Chief Meter Reader

Meter Reader

Permit Clerk

File Clerk

2. Data Processing

Programmer
Senior Console Operator
Console Operator
Encoder Operator
Information Specialist

3. Office Services

General Utility Clerk I
General Utility Clerk II
Mail Clerk
Utility Clerk II

4. General Accounting

General Accountant I
General Accountant II
Accounting Clerk I
Accounting Clerk II
Accounting Clerk III
Secretary

The seniority list shall be kept current by the Employer at all times, and by January 31st of each year, shall submit such list to the Union for a check on its correctness and it shall then be posted on the bulletin board for thirty (30) days.

Section 4. Probationary Employees

- (a) An employee shall be deemed a probationary employee for the first three months.

- (b) The Employer shall have the exclusive right to discharge such probationary employee at any time with or without cause.
- (c) Upon completion of the probationary period, the employee shall be placed on the seniority list as a regular employee and credited with the seniority and service which accumulated during the probationary period and shall be entitled to all rights and privileges of this Agreement.
- (d) The Employer shall promptly notify the Union of all new employees hired.

Section 5. Temporary Employees

- (a) The Employer shall have the right to hire temporary employees to perform work of a limited duration so long as such hirings do not result in the demotion, replacement, or layoff of regular employees, nor prevent the filling of vacancies, nor keep regular employees from promotional opportunities, except as may be required under Article VII, Section 8.
- (b) A temporary seasonal employee (normal 90 day summer intern) shall be paid at rates to be determined by Employer. A regular temporary employee who fills in for vacancy or need beyond this length of time shall be paid not less than this minimum for the job performed as reflected in wage schedules. The application of the General Regulations and Working Conditions shall be at the discretion of the Utility.

- (c) If a temporary employee is made a regular employee, he shall be considered, for seniority and length of service purposes, only, as a probationary employee from the date he was last employed.
- (d) The Employer shall notify the Business Agent whenever a temporary employee is hired for work covered by this Agreement, stating the purpose of which he is being hired and the approximate period of employment.

Section 6. Promotions and Bids

- (a) Promotions shall be made by the Department Head subject to review and approval by the Personnel/Labor Relations Director, so that the best qualified person is promoted.
- (b) Where fitness, ability, efficiency and other qualifications appear to the Employer, as evidenced in its records and experience to be relatively equal, seniority shall govern.
- (c) When an employee leaves a job classification covered by this Agreement for reasons other than layoff, the Employer within fifteen (15) calendar days shall either notify the Union that the employee shall not be replaced or shall post on its bulletin boards an invitation for bids on the job classification, describing the duties, skills, and qualifications and the wage or salary rate to be paid. When an additional position in a job

classification covered by this Agreement is to be filled, a notice shall be similarly posted.

- (d) Each such notice shall be posted for two working days; all bids must be submitted before the end of this posting period. An employee shall submit his bid in triplicate on forms provided by the Employer; the employee shall keep one copy and deliver the remaining copies to the Employer, which, in turn, shall promptly deliver one to the Union.

- (e) Within one calendar week following the close of the posting period, the Employer shall make its selection from among those bidding and shall post the name of the person selected. However, the Employer will notify the Union of the person selected before the decision is announced.

- (f) If an employee with greater seniority is by-passed in filling any such vacancy, he shall be informed of the reasons therefore. An employee who makes application for any such vacancy and does not receive the requested transfer shall, upon request, be informed of the reasons therefore. If the Employer judges, that there were no qualified bidders, it shall so inform the Business Agent and those who bid for the job.

- (g) In filling any such vacancy, the employee shall be considered in a learning capacity for a period not to exceed ninety (90) days, in a temporary trans-

fer status. The employee shall either be returned to his former classification prior to the expiration of the ninety (90) days, or shall receive the permanent classification after the ninety (90) day period.

- (h) When a temporary vacancy, such as one created by illness or a leave of absence or excessive work loads occurs in a job classification covered by this Agreement, the Employer shall have the right to fill such vacancy by appointing a temporary incumbent. However, if the regular incumbent is expected to be absent for more than three months, then the vacancy shall be filled as set out in the foregoing paragraphs of this Section 6. All transfers made in accordance with this paragraph shall be provisional only and shall be revoked by the return of the regular incumbent.

Section 7. Layoffs

- (a) When layoffs become necessary the employees with the least seniority within a seniority occupational grouping shall be laid off in reverse order of seniority to the extent that shall be determined by the reduced work available. All employees shall receive a five (5) day lay-off notice.
- (b) An employee subject to layoff shall displace the least senior employee of lesser seniority in a classification of equal or lower level within his

seniority occupational grouping, provided he is qualified to perform the work.

- (c) If no such opportunity exists, the employee shall replace the least senior employee in another occupational group, in a classification of equal or lower level in which the employee has had previous experience and in which he is currently qualified.
- (d) In the event that this is not possible, the employee shall be laid off.
- (e) Any employee transferred to another job classification in accordance with the terms of this section shall receive their present hourly rate and remain frozen at same until they have accumulated the necessary length of time on the job as outlined in the wage schedule. In no instance will an employee receive greater than the maximum rate in that classification.
- (f) When adding to the forces, those most recently released within a period of one year on account of curtailment of work shall be the first re-employed, if available and qualified, provided they are physically able to return to work:

Section 8. Technological Job Changes

- (a) The Employer may find it necessary or desirable to make changes in equipment, operation, or the organization of work which could result in changing the duties of any job classification. When

such revisions are necessary, the Employer shall furnish the Union full information on the impending changes and discuss the changes with the Union.

- (b) Newly created Electronic Data Processing positions falling within the scope of the bargaining unit shall be posted for bid in accordance with Article VII, Section 6, paragraph (c). Such positions generally will be filled on the basis of tests. When an employee taking the test has a grade below the minimum set, he shall be disqualified. When employees' test grades are within a range of 10% from the top score, seniority shall govern.
- (c) An employee displaced from his job classification as a result of such changes or found to be disqualified after having occupied an Electronic Data Processing job may bump into a job on the same or lower salary level provided he is qualified, according to Article VII, Section 7.

Section 9. Retirement

- (a) An employee shall be retired at the end of the month in which he reached the age 70.
- (b) Severance pay shall be granted to employees who retire under the terms of any of our recognized retirement programs. These programs shall include the Public Employee's Retirement Fund and the Federal Social Security Program. Eligibility for severance pay shall be restricted to employees

with a minimum of five consecutive years of service under the terms of this Agreement immediately prior to retirement. An employees' severance pay benefits shall be computed at the rate of \$8.00 for each eight hours of accumulated full time sick leave credited to the employee just before his retirement. In the event of employees death, his accumulated sick time shall be paid at the rate of \$8.00 for each eight (8) hours accumulated to the employee's beneficiary.

- (c) Pension Fund - All bargaining unit employees shall be covered by the Public Employees' Retirement Fund of Indiana (PERF) and will be credited with all prior service with the employer whether previously covered by PERF, Municipal Utilities Pension Fund (MUPF), or no pension plan. Employees with broken service will be credited for past service on a cumulative basis provided no withdrawals of contributions have been made. Where PERF withdrawals have been made the administrator of the PERF Plan shall determine whether periods of service for which a withdrawal was made will be credited and the conditions which must be met in order to receive such credit. In cases where previous service was credited under MUPF and refunds were made from that Plan, broken service for which a refund was made will not be credited unless affected employees repay to the City Utilities the amount refunded by MUPF.

Section 10. Transfers out of the Bargaining Unit

- (a) Any employee transferred, promoted or appointed from a classification within the bargaining unit to a supervisory or other excluded classification shall, upon the expiration of that job or of his tenure in that job, be restored (1) to his former position or (2) if such position has been eliminated, to the highest classification attained prior to holding such eliminated position, or (3) all else failing, to any other bargaining unit classification for which his abilities and seniority qualify him. During all such absences, the employee shall not continue to accrue seniority and rights in the bargaining unit.
- (b) In the foregoing situations, any such employee must be able to perform satisfactorily the duties set out on the job description of his former classification of work. If he is unable to do so, he shall have the right to any job in the bargaining unit for which his abilities and seniority qualify him.

Section 11. Temporary Transfers

- (a) If an employee is temporarily transferred for two or more hours to a job having a higher rate of pay, he shall receive the higher rate of pay for the entire time so worked. If this higher rated job contains wage time steps, he shall first enter the job at the first step and shall accumulate

credit for time spent on the job. He shall receive either his own rate or the rate of the step he enters, whichever is greater.

(b) If an employee is temporarily transferred to a job having a lower rate of pay, he shall not suffer a reduction in his rate of pay.

(c) If an employee is permanently transferred to another job, he shall receive the rate of pay for the job to which he is transferred.

Section 12. Pay to Bargaining Committee

(a) Each member of the Bargaining Committee, which shall not exceed six in number, shall be compensated at his regular straight time rate for each hour spent in attendance at meetings regularly scheduled with the management during his scheduled hours of employment.

Section 13. Pay to Grievance Committee

(a) Members of the Grievance Committee, which shall not exceed a total of three in number at any one time, who are required to transact business with the Employer and are required to be absent from their regular job duties shall be allowed to transact the business without loss of regular pay.

Section 14. Sick and Accident Leave

(a) Beginning with hire date, a regular employee shall accrue paid sick and personal accident leave at a rate of two and thirty-one hundredths (2.31) hours per week of full employment.

The meaning of full employment, for sick accrual, shall mean beside all time worked, shall also mean any time off such as vacation, holidays, etc., and any approved time off such as doctor's appointments, being late for good and sufficient reasons as snow storms, etc.

In no instances will sick time be accrued for:
(1) full weeks of personal sick absence or Occupational Accident (2) Leaves of Absence (3) layoff (4) disciplinary layoff (5) time off not approved by the City (6) evidence of sick leave abuse.

However, sick pay will not be granted until 90 day probationary period is completed.

(b) If a regular, hourly rated employee is absent from work because he is disabled for more than one of his scheduled working days then, beginning with the first day of absence from work, the employee shall be entitled to sick leave allowances, payable for the duration of that disability or until his sick leave credit is exhausted. An employee who reports for work as scheduled and is sent home because of illness while at work shall be entitled to sick leave allowances for the remainder of the shift, until his sick leave is exhausted. If the employee elects to leave his work area without being sent home by management he will not be paid for the remainder of the shift.

(c)

When sick and accident leave allowances are being paid to an employee as a result of an on-the-job injury, any daily or weekly benefits paid him under the Workmen's Compensation Act shall be made over by him to the Employer. If a third party is judged liable or accepts liability for such injury and makes a settlement with the employee for time lost, the amount of such settlement, up to the amount actually paid the employee by the Employer, shall also be remitted to the Employer. If the absence from work of such injured employee continues beyond the sixty working days provided in paragraph (k) so that any further allowances paid by the Employer are charged to the employee's accrued sick leave, then the hours equivalent to any benefits received for such additional period from Workmen's Compensation and/or a third party shall be restored to his accrued sick leave upon his remitting such monies to the Employer. Any benefits paid this employee under a personally financed insurance policy and any third party benefits paid for an injury not connected with the employee's job shall be exempt from the foregoing provisions.

(d)

If an employee retires, any sick leave credit to which he may be entitled shall terminate on the day preceeding the day on which he retires.

- (e) If an employee becomes ill or is injured while on vacation, the scheduled vacation time shall be counted as vacation; if the disability continues beyond the scheduled time of the vacation, the sick leave allowances (if any) shall begin on the first consecutive scheduled working day after the end of the scheduled vacation.
- (f) If an employee is laid off, any sick leave allowances to which he may be entitled shall terminate upon the effective date of the layoff if the employee has been notified of the layoff prior to the beginning of the disability. If the notice of layoff is given after the employee becomes disabled, the employee shall be entitled to sick leave allowances for the duration of that disability.
- (g) If an employee has been granted a leave of absence of more than thirty calendar days and that employee becomes disabled before the effective day of the leave, any sick leave allowances to which he may otherwise be entitled shall cease upon the effective date of the leave. If an employee becomes disabled while on any such leave of absence, he shall not be entitled to any sick leave allowances for that disability.
- (h) To be entitled to any sick leave, and accident allowances hereunder, the employee with respect to each disability shall:

1. Be a regular employee.
2. Have sick leave credit when he becomes disabled.
3. Have reported the cause of his absence before the end of the first scheduled working day of absence.
4. Promptly present a physician's certification that he is disabled, if requested by the Employer.
5. Promptly adopt such remedial measures as may be commensurate with his disability and permit such reasonable examination and inquiries by the Employer's medical representatives as, in the Employer's judgment, may be necessary to ascertain his condition.

(i) An employee on sick leave shall notify his supervisor as far in advance as possible of the day on which he intends to return to work. If he returns without so notifying his supervisor and if such return would result in extra costs and inconvenience due to rescheduling work, the employee may be sent home without pay for that day.

(j) No paid sick leave shall be allowed for injury caused by willful violence or as a consequence of working for compensation outside the Employer.

(k) If the disability of a regular employee is caused by injury occurring in the course of employment with the Employer, the employee shall be paid from

the first regularly scheduled working day of such absence and his first sixty scheduled working days of absence shall not be deducted from his accumulated sick and accident leave.

- (l) Any overpayment of sick and accident leave allowances because of an error or mistake in determining the eligibility or a later discovery of relevant material facts, such as the applicability of any of the exclusions set out in paragraph (j), shall be deemed an advance to the employee and the amount thereof, upon discovery of such overpayment, shall be immediately due and payable by the employee to the Employer. In like manner, any sick and accident leave allowances for an on-the-job injury covered by other payments for time off from Workmen's Compensation and/or from a third party as set out in paragraph (c) above shall be deemed an advance and the amount thereof shall be due and payable by the employee to the Employer upon his receipt of such other payments.

- (m) A clerical or office employee shall receive his regular pay for sick or personal accident leave, earned as above, all such days being deducted from his accumulated sick and accident leave.

- (n) Paid sick leave shall be defined as the wages paid to regular hourly paid employees covered in this Agreement in satisfying the terms of this Section 14; however, payments made for occupational injuries shall be excluded.

Section 15. Leaves of Absence

(a) A maximum of thirty calendar days leave of absence without pay or any other benefits in any calendar year may be granted to an employee for reasons other than illness and recuperation therefrom with the written approval of the Department Head, provided he can be spared from duty. Such leave may be extended to six months with the written approval of the Personnel/Labor Relations Director. Subsequent extensions may be granted by approval of the Personnel/Labor Relations Director. While on such leave, the employee shall not be deemed to have forfeited his seniority and rights.

(b) If the employee remains away more than the approved leave term or accepts employment elsewhere while on such leave without the written consent of the Employer, his employment and rights with the Employer shall be considered terminated.

(c) Each request for leave shall be considered on an individual basis and shall be granted or refused according to its merit. Any leave taken shall be without pay.

Employees exceeding the thirty (30) days regular, illness, or maternity leave who elect to return to work, and are physically and contractually qualified, will bump the employee having the least seniority in the classification that is equal or

lower provided the affected employee has the qualifications to perform the job. If the employee returning from such leave of absence does not qualify for such job, he will be laid off. The employee no longer required shall be laid off.

Section 16. Bereavement Leave

- (a) In the case of death in an employee's immediate family (meaning (1) his parents, spouse or children, mother-in-law, father-in-law, brother, sister, grandchild, grandfather, grandmother, or (2) any other relatives living in the same residence as part of the same household), he shall receive upon request a maximum of three consecutive scheduled work days off, without the loss of regular pay, for the purpose of attending the funeral and fulfilling other customary duties, as long as one of the days is the day of the funeral.
- (b) If an employee attends the funeral of a niece, nephew, brother-in-law, sister-in-law, son-in-law, or daughter-in-law who is not covered in paragraph (a) above, he shall not suffer a loss of his regular pay for such day.

Section 17. Jury Leave

- (a) An employee absent from his duties with the Employer because of Jury Duty shall receive the difference between his base pay and the payment received for the period of jury service upon presentation of proper evidence.

- (b) If an employee is absent from his duties to appear in court as a witness or defendant, under subpoena, he shall be allowed a maximum of one day's leave without loss of pay.

Section 18. Military Leave

- (a) Regular employees covered by this Agreement who serve this Country in a military capacity shall be reemployed under the provisions of the Selective Service Act of 1948 and subsequent amendments and acts. An employee, as part of his military obligation, attending a two week summer field training session shall be paid the difference between his base pay from the military and his normal wages from the City for a period up to but not more than two weeks per calendar year.

Section 19. Notification of Absences

- (a) When reasons beyond employee's control (such as emergency, medical or other critical or serious circumstance) cause an employee to anticipate being late or absent from work, he shall give notice as far in advance as possible to his Supervisor.
- (b) If he does not have just cause for failing to give notice, then after due warning and after notice to the Union, he shall be subject to appropriate disciplinary actions.

Section 20. Vacations

- (a) After completing six months of continuous service, a new employee shall receive one week of paid vacation in the current calendar year. After completing his first twelve months of continuous service, he shall receive two weeks of paid vacation in the current calendar year. In no such case, however, shall the employee be eligible for more than two weeks of paid vacation in one calendar year.
- (b) During subsequent years of continuous service, the employee, shall receive two weeks of paid vacation in the current calendar year. However, during the calendar year in which he completes six or more years of continuous service, he shall receive three weeks of paid vacation in the current calendar year and during the calendar year in which he completes fifteen or more years of continuous service he shall receive four weeks of paid vacation in the current calendar year and during the calendar year in which he completes twenty or more years of continuous service he shall receive five weeks of paid vacation in the current calendar year.
- (c) For the purposes of this Section, the phrase "continuous service," when applied to any employee who has been continuously in the service of the City Utilities since July 14, 1955, shall be

- defined as his total service, even if his service prior to July 14, 1955, had been interrupted by periods of being out of the Utilities' employ.
- (d) Vacations generally shall be taken in the calendar year in which they fall due. No paid vacation shall be carried over to another year unless approved in advance in writing by the Personnel/Labor Relations Director.
- (e) When a paid holiday occurs during an employee's vacation, the supervisor of his department shall have the option of allowing such employee either an additional day of paid vacation (to be taken at a time mutually agreeable to the supervisor and the employee) or an additional day's pay. The Employer shall notify the employee before his vacation leave begins of its choice of these alternatives.
- (f) If an employee is called back to work on one or more of the days for which he is receiving vacation pay, he shall be paid an extra time and one-half for all hours worked within his regular scheduled hours and double time for all hours worked outside such hours on such day or days. Any time worked on a day for which an employee is not receiving vacation pay shall be paid for according to the standard overtime provisions of Section 22.

- (g) In order to avoid disrupting the working schedule, the Employer shall designate the vacation periods. When setting the schedule of vacations the Employer shall respect the wishes of the employees in order of their seniority as far as the needs of its service will permit.
- (h) Any employee may request that he be granted his vacation leave before the necessary service has been completed, with the understanding that in the event he leaves the services of the Employer before such service requirements have been met, he shall have the equivalent of the unaccrued vacation pay deducted from his final pay check.
- (i) Except as provided in paragraph (j) below, when an employee with more than six months but less than fifteen years of continuous service leaves the service of the Employer, an adjustment in his final pay shall be made for vacation accrued (to the nearest half day) but not taken or for vacation taken before being fully accrued.
- (j) However, if an employee voluntarily terminates his employment, no adjustment shall be made for vacation accrued but not taken unless the employee has given the Employer a minimum of two weeks notice.

Section 21. Legal Holidays

- (a) Holidays, within the meaning of this Agreement, shall be: New Year's Day, Martin Luther King's Birthday, President's Day, Good Friday, Primary

Election Day, Memorial Day, Independence Day, Labor Day, General Election Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day, Day before Christmas Day, Christmas Day, Day before New Year's Day, or days celebrated for the foregoing.

Holidays falling on Sunday shall be celebrated on the following Monday. Holidays falling on Saturday shall be celebrated on the preceding Friday.

(b) Each hourly rated employee covered herein, subject to the limitations of the following paragraphs (c) and (f) shall be allowed, as holiday pay, the equivalent of his regular straight time pay for each of the holidays recognized in this Agreement, whether such holiday falls on his regularly scheduled work day or not.

(c) The aforesaid holiday pay shall not be allowed to an employee who is absent from work on the scheduled work day previous to or following the holiday unless a reason satisfactory to the Employer is given.

(d) If an hourly rated employee works his regularly scheduled hours on a holiday falling on his regularly scheduled work day, he shall receive, in addition to his holiday pay, one and one-half time regular straight time pay for the hours actually worked.

- (e) All other time worked on holidays by hourly paid employees shall be paid for at double time.

Section 22. Premium Pay - Overtime

- (a) Except as provided elsewhere, all work performed outside the established working hours by hourly paid employees shall be paid for at one and one-half times the regular rate. Double time shall be paid for work on Sundays. Time worked on holidays shall be paid for as set out in Section 21, "Legal Holidays."
- (b) As far as is practicable, all overtime work shall be equally and impartially divided among the employees who generally work on the class of work being performed at the overtime rates. However, in the Meter Department, all overtime and night skip readings shall be performed only by Meter Readers who normally read daily on routes.
- (c) A minimum of four hours of straight time pay shall be allowed to all employees who are called back to work after they have been released from their regular day's work. Time will start when employees report for work.
- (d) A shift premium of twenty cents (20¢) per hour shall be paid for all the hours actually worked of a shift having 50% or more of the shift hours scheduled between 6:00 p.m. and 12:00 midnight; a shift premium of twenty-five cents (25¢) per hour shall be paid for all the hours actually worked of

- a shift having 50% or more of the shift hours scheduled between 12:00 midnight and 6:00 a.m.
- (e) Meter Readers shall be paid \$5.00 per day travel allowance for all days worked, provided their own transportation is used.

Section 23. Insurance Coverage

- (a) The employer agrees that Group, Hospital, Surgical, and Health Insurance shall be extended to all bargaining unit employees and will remain in full force and effect for the life of this Agreement at a cost of \$1.20 per year per employee, regardless of whether coverage provided is for individual, individual and spouse, individual and children, or individual and family, and will remain in full force and effect for the life of this Agreement, except that none of the above said benefits shall be applicable under the conditions of Article VII, Section 23, Paragraph (d).
- (b) Each employee who holds a City Group Hospital, Surgical, and Health Insurance Policy shall be extended a Group Life, Accidental Death, Dismemberment and loss of Sight Policy at the amount of \$15,000.00 and will remain in full force and effect for the life of this Agreement, except that none of the above said benefits shall be applicable under the conditions of Article VII, Section 23, Paragraph (d).

- (c) Each employee who retires under one of the programs cited in paragraph (b), Section 9 of this Article VII and who has at least eight years of continuous service at retirement shall receive a paid-up \$1,000.00 Life Insurance Policy. Employees who retire under the terms of any of our recognized retirement programs with the minimum of 5 years consecutive service shall be eligible to participate in the current retirees group plan at the rates determined by the carrier.

(d) Termination of Insurance

All Hospital, Surgical, Health, and Life Insurance Policies will terminate for the following reasons:

1. Termination of employment.
2. Thirty (30) days after date of layoff.
3. City employees on legitimate regular, illness or maternity leave of absence will be covered under the City Insurance Plans for thirty (30) calendar days.

If the employee elects to extend such Insurance Coverage beyond the thirty (30) calendar days coverage, he may do so by contacting the Payroll Department and arranging to pay the full insurance premium at the existing rate at the time of the leave of absence.

4. Strike or slow down.
- (e) Eligibility for Insurance - Employees actively at work on the first day following his first thirty

- (30) days of employment shall be eligible for all insurance plans covered under this Agreement.

Section 24. Personal Time

- (a) Separate and independent of vacation and sick leave allowances, employees under this Agreement shall receive two (2) day's personal time each calendar year commencing with the completion of one (1) year's service. Employees who have completed fifteen (15) years or more of continuous service shall receive three (3) personal days each calendar year; employees who have completed twenty-five (25) years or more of continuous service shall receive four (4) personal days each calendar year.
- (b) Personal time will be taken separately from any vacation time, and must be approved by management at least one (1) working day prior to the request for such personal days. In the event of an emergency as determined by the Department Head, the one (1) working day notice may be waived.

Section 25. Alcoholic Beverages and Intoxicating Substances

- (a) The Union understands and reaffirms the established Employer rule prohibiting consumption of alcoholic beverages and intoxicating substances during working hours, or at break periods. Alcoholic beverages and intoxicating substances shall not be brought on Employer property (including City vehicles) at any time. Violation of the above shall be cause for immediate dismissal.

Section 26. Safety Practices

- (a) The Employer shall pay one-half toward the cost of safety shoes (limit of two (2) pair a year). The Employer shall also pay one-half toward the cost of one pair of industrial safety glasses as approved by the Safety Department with receipt of purchase (limit of one (1) pair a year). This does not include prescription safety glasses. If safety glasses are broken in the work area when working, the Employer will replace them at the entire cost to the Employer.
- (b) The Employer agrees to provide uniform rental service for the appropriate employees.

Article VIII

Wage Schedule

Notice of any action taken by the Employer after the effective date of this Agreement in the matter of adding, abolishing or re-rating positions because of changes of duties or functions shall be promptly given by the Employer to the Union. If the Union feels that any such action by the Employer is erroneous, it shall so notify the Employer in writing within thirty (30) calendar days and such matter may be made a grievance under the provision of Article V.

The Employer may employ workers in any of the classifications listed in the following schedules at the indicated beginning step rate or at a higher step rate in the event the previous experience and qualifications of such employee entitles him to such higher step rate.

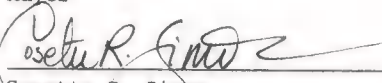
WHEREAS, The City of Fort Wayne has recognized that The Office and Professional Employees' International Union Local No. 325, AFL-CIO, represents a majority of the employees in the below-described unit, and

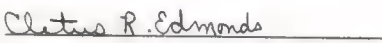
WHEREAS, The Unit covers all employees in job classifications listed in Schedules A and B of the Agreement,

THEREFORE, be it resolved that this Agreement shall become effective the 1st of January, 1986, and shall remain in full force and effect through the 31st of December, 1988.


FOR THE CITY:


Win Moses, Jr.
Mayor

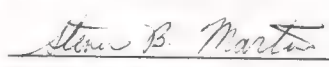

Cosette R. Simon
Director of Finance & Admn.


Cletus R. Edmonds
Director of Labor Relations

FOR THE UNION:


Fred L. Noel
Business Agent


Richard E. Hewitt
President


Steven B. Martin
Secretary-Treasurer

O.P.E.I.U. #325

GENERAL OFFICE

Schedule A

Effective January 1, 1986, the wage schedule for regular authorized positions, in hourly terms, is as follows:

	<u>First 3 Months</u>	<u>4 thru 9 Months</u>	<u>10 thru 15 Months</u>	<u>16 thru 21 Months</u>	<u>Over 21 Months</u>
<u>CUSTOMER RELATIONS</u>					
Customer Relations Clerk	\$6.085	\$6.167	\$6.290	\$6.408	\$6.744
Cashier	6.187	6.340	6.481	6.634	6.788
Credit & Collection Clerk I	6.112	6.188	6.340	6.468	6.998
Credit & Collection Clerk II	8.101	8.202	8.406	8.569	9.262
Credit & Collection Clerk/Audit & Error	6.112	6.188	6.340	6.468	6.998
Receptionist/Walk-in	5.321	5.448	5.652	5.799	5.948
Receptionist/Phone-in	6.085	6.167	6.290	6.408	6.744
Information Specialist	6.112	6.188	6.340	6.468	6.998
Data Control Clerk	6.093	6.241	6.381	6.526	6.744
Utility Clerk	6.887	7.046	7.206	7.366	7.863
Utility Clerk II	8.319	8.744	8.852	8.960	9.262
Security Guard	7.102	7.102	7.614	7.614	8.306
Permit Clerk	6.112	6.188	6.340	6.468	6.998
Chief Meter Reader	7.998	8.220	8.456	8.687	8.973
Meter Reader	7.376	7.539	7.696	7.856	8.015
File Clerk	5.710	5.857	6.009	6.137	6.314

O.P.E.I.U. #325

GENERAL OFFICE

Schedule A - Continued

(Effective January 1, 1986)

	<u>First 3 Months</u>	<u>4 thru 9 Months</u>	<u>10 thru 15 Months</u>	<u>16 thru 21 Months</u>	<u>Over 21 Months</u>
<u>DATA PROCESSING</u>					
Programmer	\$8.880	\$9.112	\$9.355	\$9.604	\$9.861
Senior Console Operator	8.006	8.177	8.363	8.555	8.771
Console Operator	6.998	7.156	7.311	7.496	7.649
Encoder Operator	6.354	6.500	6.636	6.782	7.271
Information Specialist	6.187	6.340	6.481	6.634	6.781
<u>GENERAL ACCOUNTING</u>					
General Accountant I	7.691	8.059	8.512	8.994	9.466
General Accountant II	8.317	8.760	9.197	9.638	10.669
Accounting Clerk I	5.408	5.542	5.732	5.857	6.092
Accounting Clerk II	5.671	5.805	5.951	6.124	6.389
Accounting Clerk III	6.048	6.193	6.335	6.481	6.634
Secretary	6.048	6.193	6.335	6.481	6.861
<u>OFFICE SERVICES -</u>					
General Utility Clerk I	5.321	5.448	5.652	5.799	5.948
General Utility Clerk II	6.048	6.193	6.335	6.481	6.989
Mail Clerk	5.710	5.857	6.009	6.137	6.314
Utility Clerk II	8.319	8.744	8.852	8.960	9.262

O.P.E.I.U. #325

GENERAL OFFICE

Schedule B

Effective January 1, 1987, the wage schedule for regular authorized positions, in hourly terms, is as follows:

	<u>First 3 Months</u>	<u>4 thru 9 Months</u>	<u>10 thru 15 Months</u>	<u>16 thru 21 Months</u>	<u>Over 21 Months</u>
<u>CUSTOMER RELATIONS</u>					
Customer Relations Clerk	\$6.359	\$6.445	\$6.573	\$6.696	\$7.047
Cashier	6.465	6.625	6.773	6.933	7.093
Credit & Collection Clerk I	6.387	6.466	6.625	6.759	7.313
Credit & Collection Clerk II	8.466	8.571	8.784	8.955	9.679
Credit & Collection Clerk/Audit & Error	6.387	6.466	6.625	6.759	7.313
Receptionist/Walk-in	5.560	5.693	5.906	6.060	6.216
Receptionist/Phone-in	6.359	6.445	6.573	6.696	7.047
Information Specialist	6.387	6.466	6.625	6.759	7.313
Data Control Clerk	6.367	6.522	6.668	6.820	7.047
Utility Clerk	7.197	7.363	7.530	7.697	8.217
Utility Clerk II	8.693	9.137	9.250	9.363	9.679
Security Guard	7.422	7.422	7.957	7.957	8.680
Permit Clerk	6.387	6.466	6.625	6.759	7.313
Chief Meter Reader	8.358	8.590	8.837	9.078	9.377
Meter Reader	7.708	7.878	8.042	8.210	8.376
File Clerk	5.967	6.121	6.279	6.413	6.590

O.P.E.I.U. #325

GENERAL OFFICE

Schedule B - Continued

(Effective January 1, 1987)

	<u>First 3 Months</u>	<u>4 thru 9 Months</u>	<u>10 thru 15 Months</u>	<u>16 thru 21 Months</u>	<u>Over 21 Months</u>
<u>DATA PROCESSING</u>					
Programmer	\$9.280	\$9.522	\$9.776	\$10.036	\$10.300
Senior Console Operator	8.366	8.545	8.739	8.940	9.160
Console Operator	7.313	7.478	7.640	7.833	7.990
Encoder Operator	6.640	6.793	6.935	7.087	7.600
Information Specialist	6.465	6.625	6.773	6.932	7.090
<u>GENERAL ACCOUNTING</u>					
General Accountant I	8.037	8.422	8.895	9.399	9.890
General Accountant II	8.691	9.154	9.611	10.072	11.140
Accounting Clerk I	5.651	5.791	5.990	6.121	6.360
Accounting Clerk II	5.926	6.066	6.219	6.400	6.670
Accounting Clerk III	6.320	6.472	6.620	6.773	6.930
Secretary	6.320	6.472	6.620	6.773	7.170
<u>OFFICE SERVICES -</u>					
General Utility Clerk I	5.560	5.693	5.906	6.060	6.210
General Utility Clerk II	6.320	6.472	6.620	6.773	7.300
Mail Clerk	5.967	6.121	6.279	6.413	6.590
Utility Clerk II	8.693	9.137	9.250	9.363	9.670

**AGREEMENT
BETWEEN**



**CITY OF FORT WAYNE, INDIANA
and**



**THE FRATERNAL ORDER OF POLICE
INDIANA WAYNE LODGE #14, INC.**

12-1-84 thru 11-30-87

TABLE OF CONTENTS

<u>ARTICLE #</u>	<u>TITLE</u>	<u>PAGE</u>
	PREAMBLE	1
	WITNESSETH	1
I	PURPOSE	1
II	RECOGNITION	2
III	BARGAINING UNIT	2
IV	COVERAGE	2
V	MANAGEMENT RIGHTS	3
VI	DUES DEDUCTIONS	4
VII	WAYNE LODGE #14 REPRESENTATION	4
VIII	GRIEVANCE AND ARBITRATION	6
IX	SENIORITY	10
X	HOURS OF WORK	10
XI	POLICE OFFICERS' BILL OF RIGHTS	11
XII	VACATIONS	16
XIII	HOLIDAYS	17
XIV	BULLETIN BOARDS	17
XV	MILITARY LEAVE	18
XVI	RESERVIST DUTY	18
XVII	DEATH IN FAMILY	18
XVIII	PERSONAL DAYS	19
XIX	OVERTIME	19
XX	OVERTIME CARRY OVER	20
XXI	CHAIN OF COMMAND	20
XXII	SICK LEAVE	20
XXIII	ON THE JOB INJURY	20
XXIV	DEATH OF AN EMPLOYEE	20
XXV	HOSPITALIZATION	21
XXVI	LIFE INSURANCE	21
XXVII	RETIRED OFFICERS INSURANCE	21
XXVIII	DISCRIMINATION	22
XXIX	DURATION AND CHANGE	23
XXX	SAVINGS CLAUSE	23

TABLE OF CONTENTS

<u>ARTICLE #</u>	<u>TITLE</u>	<u>PAGE</u>
ADDENDUM A	WAGES FOR 1985	24
ADDENDUM B	SIGNAL ELECTRICIANS	26
ADDENDUM C	TEMPORARY ASSIGNMENTS	27
ADDENDUM D	EXEMPT POSITIONS	29
ADDENDUM E	MOUNTED PATROL	30

PREAMBLE

This Agreement is entered into on this 1st day of December, 1984 by and between the City of Fort Wayne, Indiana, hereinafter referred to as the City, and the Fraternal Order of Police, Indiana Wayne Lodge #14, Inc., hereinafter referred to as Wayne Lodge #14, and under the authority of Ordinance Bill No: S-78-05-14, Special Ordinance No: S-156-78.

WITNESSETH

It is agreed by and between the parties hereto that the following, including attached supplements, shall constitute and be the entire Agreement between the parties hereto in respect to hours of employment, wages, fringe benefits and working conditions for and during the term of this Agreement, and neither party shall be required to negotiate with the other during the term of this Agreement on any bargainable issues or subjects, unless mutually agreed to by the City and Wayne Lodge #14, except as may be herein specifically provided; and all rights and obligations created or incurred under and by virtue of the provisions of this Agreement shall terminate with the termination of this Agreement. Changes in the working Agreement agreeable to both parties may be made at any time.

Article I

PURPOSE

The purpose of this Agreement is to provide a procedure for orderly collective bargaining between the parties, to secure prompt and fair disposition of grievances or complaints, to set forth the basic principles concerning hours of employment, wages, fringe benefits, and working conditions and to establish a basis for the cooperative solution of problems by responsible parties to the end that a spirit of peace and cooperation be maintained.

Article II

RECOGNITION

The City agrees to recognize Wayne Lodge #14 as the exclusive representative for all commissioned police officers holding the rank of Sergeant and Lieutenant of the Fort Wayne Police Department in all matters involving fringe benefits, hours and all other terms or conditions of employment.

Article III

BARGAINING UNIT

The bargaining unit to which this Agreement applies shall include all commissioned officers of the Fort Wayne Police Department holding the rank of Sergeant and Lieutenant of the Fort Wayne Police Department.

Article IV

COVERAGE

Section 1. The provisions of this Agreement shall be binding upon the City of Fort Wayne, Indiana and its successors, assigns, and/or future assignees; and shall be unaffected by any reorganization, reclassification, merger, or other change in the legal status of the City of Fort Wayne, Indiana, or in any Governmental Unit presently a part of the City of Fort Wayne, Indiana; and all terms and obligations herein contained shall be unaffected by any sale, transfer or assignment of property owned, leased, managed or controlled by the City of Fort Wayne, Indiana; and all terms and obligations herein contained shall be unaffected by legislation subsequent to the effective date of this Agreement respecting the capacity to contract of the City of Fort Wayne, Indiana, and/or any executive department thereof.

Section 2. The provisions of this Agreement shall be applicable to all programs, projects, services, and/or activities undertaken by any executive department of the City of Fort Wayne, Indiana, subsequent to the execution of this Agreement; the provisions of this Agreement shall also be applicable to any program, project, service, or activity presently being performed by any executive department of the City of Fort Wayne, Indiana, which, subsequent to the execution of this Agreement, is delegated to a private party and/or any governmental unit by ordinance or by contract between the City of Fort Wayne, Indiana, and a private party, and/or governmental unit.

Article V

MANAGEMENT RIGHTS

Section 1. Recognition of Management: Wayne Lodge #14 recognizes the City as having the sole right to direction of the working forces including, but not limited to, the right to determine the work to be performed by employees; to employ, promote, demote, transfer, lay off, discipline, suspend or discharge for cause; to assign work and the number of hours to be worked, including overtime work; to increase and decrease the working force; to establish standards and methods; to transfer work or otherwise perform work as required by the demands to maintain the efficiency of public operations. The City, in exercising the rights set forth herein, recognizes that certain express conditions of employment are set forth in this Agreement which limit and restrict these defined employer rights. Therefore, the City agrees that in exercising the rights herein, nothing shall be construed, or applied in any manner which negates, modifies, or supersedes the rights of employees, or Wayne Lodge #14, where such rights are expressly set forth in this Agreement.

Section 2. Rules and Regulations: Wayne Lodge #14 recognizes that the Employer reserves the right to establish rules and/or change existing rules affecting working conditions. It is agreed that all such rules shall be reasonable in content and application. Disputes arising therefrom shall be subject to the grievance procedure. Wayne Lodge #14 will be furnished a copy of any new or revised rules affecting bargaining unit employees at least five (5) days in advance of the effective date.

Article VI

DUES DEDUCTIONS

Section 1. The City agrees to deduct from the wages of bargaining unit members, dues of Wayne Lodge #14, upon written authorization from the member to do so. One half the amount of Wayne Lodge #14 membership dues will be deducted in March and September of each year. These monies will be remitted by the City to the Wayne Lodge #14 Treasurer no later than the 10th day of the month following that of the deduction.

Section 2. Any authorization may be revoked by an employee by notifying the City of such intent by certified mail and with a copy being sent to Wayne Lodge #14.

Article VII

WAYNE LODGE #14 REPRESENTATION

Section 1. Upon prior notice to the Chief of Police, or his designated representative, authorized agents of Wayne Lodge #14 shall have access to the City's establishment for purposes of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to. It is expressly agreed that the City is hereby released from any and all liability for an injury to such agent, occurring while he is on the premises of the City.

Section 2. The City will recognize four (4) bargaining committeemen, one (1) of whom shall be designated as chairman of the committee. Time spent in meetings set up by the City, for the first thirty (30) days of negotiations, mediation and arbitration, set by Ordinance Bill No: S-78-05-14, Special Ordinance No: S-156-78, will be paid for necessary time lost in negotiations with representatives of the City. The City will accommodate Wayne Lodge #14 in respect to time off with pay, which will permit employees to negotiate during the first thirty (30) days of negotiations, mediation and arbitration.

Members of Wayne Lodge #14 may donate and use up to a maximum of three hundred (300) hours per calendar year to a time bank to be used for other than grievance and negotiating meetings and investigations held between the City of Fort Wayne, Indiana, and Wayne Lodge #14. This time can be used for business not related to political activities, and will be used by representatives as designated in writing to the Chief of Police by the President of Wayne Lodge #14. Use of this time shall be subject to maintaining minimum manpower requirements. Hours not used in the calendar year may be carried over to the following calendar year.

Section 3. Accredited representatives of Wayne Lodge #14 shall be chosen from its members who are employed by the City. For the purpose of this paragraph, "employee" is defined as a person who is in the bargaining unit.

Section 4. The City will recognize a grievance committee or their alternate representatives designated by Wayne Lodge #14 to the City in writing. Wayne Lodge #14 representatives shall be afforded such reasonable time as needed to carry out their grievance responsibilities.

Any grievance committee member who finds it necessary to leave his work station to transact legitimate grievance business may do so after notifying his immediate supervisor and being released in a reasonable amount of time. The committee member

will notify the immediate supervisor of the legitimate grievance business. Wayne Lodge #14 agrees to make every effort in the conduct of grievance matters to minimize interference with production and the orderly operation of the City, and further agrees that alternates will process grievances only in the absence of the committee members.

Section 5. The City agrees that Wayne Lodge #14 employees who file a grievance with the City will not be questioned in respect thereto without advising the employee of his right to Union representation.

Section 6. Wayne Lodge #14 shall be free to withdraw a grievance at any step of the grievance procedure without prejudice.

Section 7. Designated Wayne Lodge #14 representatives, in exercising their collective bargaining rights as set forth in this Agreement, shall have the right to carry out their collective bargaining responsibilities within the bargaining unit without fear of reprisal, intimidation, coercion, harassment, or discrimination for so serving.

Article VIII

GRIEVANCE AND ARBITRATION

Section 1. Grievance defined: A grievance shall be defined as any dispute arising concerning the interpretation or application of this Agreement. No management prerogative reserved solely to the authority of the City shall be made the subject of a grievance. Grievances may be submitted, as defined, relating to matters contained in this Agreement.

Suspensions, dismissals, and reductions in grade, are not grievable or arbitrable. It is specifically understood that any matters governed by statutory provisions shall not be considered grievances and subject to the grievance procedure herein. When a

grievance arises, an earnest effort shall be made to settle such differences promptly in accordance with the Grievance Procedure hereinafter prescribed.

Section 2. Grievance Limitations: If more than one employee has the same grievance, two (2) aggrieved employees, representing all aggrieved employees as selected by Wayne Lodge #14, shall proceed through Step 1 of the Grievance Procedure as set forth in this Article, representing all employees with the same grievance. The parties hereto, in processing a grievance, reserve the right, upon mutual agreement, to eliminate any of the Steps of the Grievance Procedure as set forth in this Article. A grievance must be filed within ten (10) working days following knowledge which gave rise to the alleged grievance, but not to exceed thirty (30) calendar days following the action.

Section 3. Grievance Procedure: Every member of the bargaining unit shall have the right to present grievances in accordance with the procedure provided as follows:

STEP 1: A member of the bargaining unit who believes he has cause for a grievance may discuss the matter directly with his immediate supervisor, with or without the assistance of a member of the grievance committee. Every reasonable effort shall be made to settle problems promptly at this point through discussion. The member shall have the right to discuss the complaint with a member of the grievance committee before any discussion takes place with his immediate supervisor. The immediate supervisor shall make arrangements for the employee to be off his job for a reasonable period of time to discuss the complaint with a grievance committee member.

STEP 2: If the matter is not satisfactorily settled during discussion with the immediate supervisor within five (5) days, the member in consultation with a member of the grievance

committee shall reduce the complaint to a written grievance specifying what provision or provisions of the contract have been violated. The member shall sign the grievance and deliver it to a member of the grievance committee. The member of the grievance committee shall deliver the written grievance to the Division's Deputy Chief, or his designated representative, for an answer. The Division's Deputy Chief, or his designated representative, shall present to a member of the grievance committee, a written answer within five (5) days, and shall state the facts taken into account in answering the grievance.

STEP 3: In the event the grievance is unresolved in Step 2, it shall be delivered to the Chief of Police. The Chief of Police shall present a member of the grievance committee with his answer in writing within five (5) days and it shall state the facts taken into account in answering the grievance.

STEP 4: In the event the grievance is unresolved in Step 3, it shall be delivered by the Wayne Lodge #14 within five (5) days to the Director of Labor Relations. A meeting between the Director of Labor Relations and the Chief of Police or their designated representatives and members of the Wayne Lodge #14's Grievance Committee shall be held within twelve (12) calendar days after delivery to the Director of Labor Relations to discuss the grievance. If not satisfactorily adjusted at this meeting, the Director of Labor Relations shall give his written answer within ten (10) calendar days of the meeting. Nothing in Step 4 shall prohibit the Chief of Police or his designated representative from meeting with the shift representative and settling the grievance during this twelve calendar day period.

Section 4. Arbitration Procedure: If the above Grievance Procedure has been followed and the parties are still unable to settle the grievance, Wayne Lodge #14 shall, within thirty (30) days following receipt of the Employer's Fourth Step answer,

notify the City of Wayne Lodge #14's intent to arbitrate the dispute. Upon receipt of such notification, the City and Wayne Lodge #14 shall select an arbitrator from a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service which have been selected jointly by the parties. After receipt of the panel of arbitrators, the parties shall draw lots to determine who shall strike the first name from the list of seven arbitrators, then continue striking names on an alternate basis. The last remaining name shall be deemed the arbitrator by mutual consent of the parties.

The arbitrator shall not have the authority to alter, amend or change the terms or provisions of this Agreement, and his decision shall be limited to the particular grievance in question. The answer of the arbitrator shall be in writing unless otherwise agreed on by both parties.

The arbitrator's decision shall be final and binding on the parties, and in the event either party shall fail or refuse to abide by the decision of the arbitrator, the offended party can bring an action in the appropriate court. The court in its discretion will award the prevailing party reasonable attorney fees in addition to any other relief adjudged.

Wayne Lodge #14 and the City shall equally share the fee of the Arbitrator, including any mutually agreed upon services relating to the arbitration proceedings.

Section 5. Time Limitations: All time limits prescribed as set forth in Section 3, Steps 1 through 4, may be extended by mutual agreement of the parties. Failure of the party charged to respond within the time limits shall constitute a basis for escalating the grievance to the next step. Failure of the aggrieved party to process the grievance to the next step within the time limits shall constitute a basis for the party charged to deny the grievance.

Article IX

SENIORITY

Section 1. Seniority Defined: Seniority as defined in this paragraph shall mean an officers most recent date of appointment by the Merit Commission to the rank of Sergeant or Lieutenant. If two (2) or more officers have the same appointment date as a Sergeant or Lieutenant the ranking for seniority shall be based on the officer's position on the Merit Commission Promotion List.

Section 2. Seniority List: Within seven (7) days of the effective date of this agreement the City shall establish a department wide seniority list of all Sergeants and Lieutenants and provide the bargaining unit with an initial copy and an updated copy every 6 months thereafter.

Section 3. Transfers, Filling Vacancies: Vacancies which occur due to retirement, discipline, creation of a new position, promotion to captain or above, etc. in the Sergeants or Lieutenants ranks, shall be bid and filled in the manner prescribed by the Merit Commission.

Article X

HOURS OF WORK

Section 1. Except as hereinafter provided, the basic work week of bargaining unit employees represented by Wayne Lodge #14 shall consist for the Operations Division, but not including Traffic Bureau Office Personnel, the following: A repeating nineteen day rotation consisting of four days on and two days off followed by four days on and two days off followed by five days on and two days off at consecutive eight hour shifts. Other hours and work weeks may be established by the Chief of Police as needed for better efficiency of the Department and the welfare of the City.

Section 2. Under abnormal working conditions, the Chief of Police shall have the right to temporarily change normal working hours. Temporarily is defined as the length of the abnormal working conditions.

Section 3. Normal hours for the Investigative and Administrative Division shall be the repeating nineteen (19) day rotation defined in Section 1, or five (5) days on and two (2) days off, at consecutive 8 hour shifts. Other hours and work weeks may be established by the Chief of Police as needed for better efficiency of the Department and the welfare of the City.

Article XI

POLICE OFFICERS' BILL OF RIGHTS

This Article is known and may be cited as the Fort Wayne Police Officers' Procedural Bill of Rights. These rules shall be for the government of the Fort Wayne Police Department and shall be the Internal Police Personnel Policies.

For purposes of this Article, the term "Police Officer" includes Fort Wayne City Police Officers on full time active duty within the bargaining unit as defined in this Agreement.

Section 1. Officers of the Fort Wayne Police Department hold status as public officers in that the nature of their office and their performance of their duties involves the exercise of the Police Power of the City and State.

Section 2. The security of the City and its citizens depends upon the manner in which Fort Wayne Police Department members perform their duties. The performance of such duties involves those members in all manner of contacts and relationships with the public, superior officers and fellow officers.

Section 3. Situations may arise out of such contacts and relationships brought about by the actions of members of the force. Such situations may require prompt investigation by superior officers designated by the Chairman, Board of Safety, the Chief of Police, and Division Commanders or other competent authority designated by the Chief of Police.

Section 4. Except as otherwise provided by law, no police officer shall be prohibited from engaging or be coerced or required to engage in political activity.

Section 5. When, for any reason, any police officer is under investigation or subjected to questioning by his commanding officer, or any other duly assigned member of the Police Department, which could lead to disciplinary action, demotion, dismissal, transfer or administrative charges, and to insure that such investigation or questionings are conducted in a manner conducive to public confidence, good order and discipline, meanwhile observing and protecting the individual rights of each Police Officer, the following rules of procedure are hereby established:

A. The questioning shall be conducted at a reasonable hour, preferably at a time when the Police Officer is on duty, or during the normal waking hours for the Police Officer, unless the seriousness of the investigation requires otherwise. The questioning shall be completed within a reasonable time after the occurrence of the events giving rise to the investigation. Time shall be provided for personal necessities, meals, telephone calls, and rest periods.

B. The Police Officer under investigation shall be informed prior to such questioning of the rank, name and command of the officer in charge of the investigation, the questioning officer, and all other persons to be present during the questioning, unless evidence establishing probable cause that a felony has been committed demands an immediate investigation. All questions

directed to the police officer under investigation shall be asked by and through no more than two questioners.

C. The police officer under investigation shall be informed in writing of the nature of the investigation, of whether he is a witness or the object of the investigation, and of any charges against him prior to any investigation.

D. The questioning session shall be for a reasonable period taking into consideration gravity and complexity of the issue being investigated.

E. The police officer under investigation shall not be subject to offensive language or threatened in any manner whatsoever. The police officer under investigation shall not be subjected to visits by the press or news media without his express consent, nor shall his name, home address or photograph be given to the press or news media without his express consent.

F. The complete questioning of a police officer shall be recorded and there shall be no unrecorded questions or statements. A tape recording shall be made of the questioning, and the police officer shall have access to the tape if any further proceedings are contemplated or prior to any further investigation at a subsequent time. The police officer shall be entitled to a transcribed copy of any notes made by a stenographer or to any reports made by investigators. The police officer being questioned shall have the right to bring his own recording device and record any and all aspects of the questioning.

G. When the police officer is under investigation for the commission of a criminal offense, he shall be completely informed of all his rights prior to the commencement of the interrogation. If the officer chooses to invoke his protection under these rights at that time, that officer shall not be subject to charge of insubordination or failure to cooperate for that reason.

H. No police officer shall have his locker, desk, or other space for storage that may be assigned to him searched except in his presence, or unless a valid search warrant has been obtained.

I. At the request of any police officer under investigation, he shall have the right to be represented by counsel or any union representative of his choice who shall be present at all times during such questioning whenever such questionings may result in disciplinary action or criminal charges against the police officer.

J. This section shall not apply to any investigation or questioning of a police officer in the course of counseling, instruction, or informal verbal admonishment by, or other routine contact with, a supervisor.

Section 6. No police officer shall have any comment adverse to his interest entered in his personnel file, or any record kept at his place or unit of employment or any other place recording such comments by any person, without the police officer having first read and signed the instrument containing the adverse comment indicating he is aware that such comment is being placed in his personnel file or other place of recordation of such comments, except that such entry may be made if, after reading such instrument containing any adverse comment, the police officer refused to sign it. A witness shall thereafter note that such officer was presented with the opportunity to read and sign such instrument and refused to do so. Nothing in this provision shall apply to notes and records compiled by an investigator during the course of an investigation of a police officer provided, however, that upon completion of the investigation, the police officer shall have access to all notes and records of the investigation.

Section 7. A police officer shall have fifteen (15) working days within which to file a written response to any adverse comment entered in his personnel file. Such written response shall be attached to, and shall accompany, the adverse comment.

Section 8. No police officer shall be required or requested for purposes of job assignment or other personnel action to disclose any item of his property, income, assets, source of income, debts or personal or domestic expenditures (including those of any member of his family or household) unless: (a) such information is obtained under proper legal procedure, or (b) there is probable cause that bribes or other improper inducements may have been given to such police officer.

Section 9. No police officer shall be given an unnatural, artificial, or make work assignment for the purpose of discipline or punishment.

Section 10. No police officer shall be discharged, disciplined, demoted, transferred or denied promotion or reassignment or otherwise discriminated against in regard to his employment, or be threatened with any such treatment by reason of his lawful exercise of his constitutional rights or the rights granted under this Article.

Section 11. An employee may inspect his personnel file and may be accompanied by a designated union representative, or his own attorney. Any alleged discrepancies shall be brought to the attention of the Personnel Administrator for adjustment. If the matter is still unresolved, it shall be subject to the grievance procedure.

Section 12. No police officer shall be compelled to submit to a polygraph examination, voice stress analysis or other truth detection device against his/her will, nor shall voice stress analysis or other truth detection devices be unknowingly used during the course of an investigation of a police officer. No disciplinary action or other recrimination shall be taken against a police officer refusing to submit to a polygraph examination, voice stress analyzer, or other truth detection devices. No

comment or notation shall be entered anywhere in the investigator's notes or anywhere else that the police officer refused to submit to a polygraph examination, voice stress analysis or truth detection device or that voice stress analysis or other truth detection device was unknowingly used. Testimony or evidence shall not be admissible at a subsequent hearing, trial or proceeding, judicial or administrative, to the effect that the police officer refused to submit to a polygraph examination, voice stress analysis, or other truth detection device or that voice stress analysis or other truth detection device was unknowingly used.

Article XII

VACATIONS

Section 1. Members of the bargaining unit shall receive an annual paid vacation in accordance with the following schedule based on years of service:

<u>Years Service</u>	<u>Vacation Days Per Year</u>
3 - 5	15 days per year
6	16 days per year
7	17 days per year
8	18 days per year
9	19 days per year
10	20 days per year
11	21 days per year
12	22 days per year
13	23 days per year
14	24 days per year
15	25 days per year
16	26 days per year
17	27 days per year
18	28 days per year
19	29 days per year
20	30 days per year

Vacations shall be granted in accordance with the Police Department Policy.

Article XIII

HOLIDAYS

Section 1. Schedule: The following ten (10) holidays shall be holidays for members of the bargaining unit:

New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving, Christmas Eve, Christmas Day, and the employee's birthday.

Section 2. Employee's birthday may be granted any time during the calendar year.

Section 3. Members of the bargaining unit who are required to work a holiday shall be granted the holiday plus one half (1/2) compensatory day off at a later date. Holidays will be observed by the Department on the day of the official observation of that Holiday. Personnel who, in the opinion of management, represent excess workforce may be required to take the Holiday on the day of observation, utilizing inverse seniority until the desired workforce is achieved.

Section 4. Holidays taken and not accrued shall be deducted from final check upon termination from department.

Article XIV

BULLETIN BOARDS

The City shall provide four (4) sealed bulletin boards for use by Wayne Lodge #14, which are to be located in areas where members normally work.

Article XV

MILITARY LEAVE

An employee shall be given a leave of absence in accordance with the Selective Service Act of 1948, as amended.

Article XVI

RESERVIST DUTY

Section 1. Federal law requires that any employee who is a reservist must be given time off for training without lost time. The reservist must request, within a reasonable time, a leave of absence for a training tour of duty. The reservist must keep the employer informed about scheduled week and weekend drills if such required drills necessitate his absence from work.

Two week summer camp leave up to 80 hours shall be handled as in the past per Rules and Regulations Section VI, paragraph 23, March 31, 1976.

Section 2. A reservist can do one of the following for weekend or weeknight drills:

- A. Work on days off in place of days on drill.
- C. Take vacation, holiday, or overtime days.

Article XVII

DEATH IN FAMILY

Death leave will be granted in accordance with the Fort Wayne Police Department Manual, as follows: In the case of the death of relatives of members of the Fort Wayne Police Department, the officer involved may be given special leave on the following basis:

- a. Up to five days in the event of the death of a member of the immediate family (parents, spouse, brother, sister, children, parents-in-law).

- b. In the event of the death of the grandparents or brother-in-law or sister-in-law, uncle or aunt, of the officer involved, one day will be granted.
- c. Time off for funerals of other or more distant relatives will be granted when charged as vacation days only.
- d. The multiple days provision stated above are to include the period prior to and including the day of the funeral.
- e. Allowances prescribed above are not in addition to, but will be reduced by the number of regular days off which occur during any such leave period.

Article XVIII

PERSONAL DAYS

Two (2) personal days shall be granted to members of the bargaining unit to be used for urgent or unforeseen matters. The employee shall advise his commanding officer in advance of such absence and the day shall be granted provided that the minimum number of personnel needed is maintained.

Article XIX

OVERTIME

On any occasion that a member of the bargaining unit is required to attend or appear during his off duty hours, he shall be compensated at the rate of one and a half (1-1/2) times the actual amount of time spent, plus one (1) hour each way travel time. Members who are required in the course of their duties to remain beyond their regular scheduled hours of work shall receive compensatory time at the rate of one and one half (1-1/2) times the actual amount of time spent.

Article XX

OVERTIME CARRY OVER

Members of the bargaining unit will be allowed to carry over from year to year a maximum of 100 hours of overtime.

Article XXI

CHAIN OF COMMAND

Under no circumstances shall the chain of command be violated. The highest ranking officer present shall assume command of any and all details, situations and assignments. In addition, a patrolman shall not be placed in command of any team, group, bureau, division or subdivision of the Fort Wayne Police Department, under any circumstances.

Article XXII

SICK LEAVE

Members of the bargaining unit shall be covered by the department sick leave policy now in effect.

Article XXIII

ON THE JOB INJURY

The City shall pay the cost of all necessary hospital, physician care, prescriptions and related medical expenses for all on the job or duty related injuries.

Article XXIV

DEATH OF AN EMPLOYEE

In the event of the death of a member of the bargaining unit, while employed by the City, all accrued wages due, including allowances for unpaid holidays and vacation time, will be

paid to the member's beneficiary as designated on their life insurance policy.

Article XXV

HOSPITALIZATION

Members of the bargaining unit shall be covered by the hospitalization plan now in effect.

Article XXVI

LIFE INSURANCE

Members of the bargaining unit shall be covered by the plan now in effect.

Article XXVII

RETIRED OFFICERS INSURANCE

Employees who retire under the terms of any of our recognized retirement programs with the minimum of twenty (20) years service, shall be eligible to participate in the current retiree's group plan at the rates determined by the carrier.

Employees covered under this bargaining agreement who retire after 21 years through 25 years of service with the Fort Wayne Police Department shall have the following percentages of group plan insurance premiums contributed by the City:

100% after 25 years of service;

80% after 24 years of service;

60% after 23 years of service;

40% after 22 years of service;

20% after 21 years of service;

The insurance will be the same as carried by active members, and will remain in effect until the retiree is eligible for Medicare-Medicaid.

Anyone retired on disability pension will immediately be given credit as though they had served 25 years, provided, in the opinion of the Pension Board, the disability is job-related.

Article XXVIII

DISCRIMINATION

Section 1. The City will not interfere with, restrain or coerce the employees covered by this Agreement because of membership in, or activity on behalf of, Wayne Lodge #14. The City will not discriminate in respect to hire, tenure of employment, or any term or condition of employment against any employee covered by this Agreement because of membership in, or activity on behalf of, Wayne Lodge #14, nor will it discourage or attempt to discourage membership in Wayne Lodge #14 or attempt to encourage membership in another Union.

Section 2. The City and Wayne Lodge #14 agree that they will not discriminate against any applicant for employment, or any present employee, in the payment of wages, assignment to jobs, seniority, promotion, demotion, training, transfer, lay-off, recall, discipline, discharge, pension benefits, working hours, physical facilities, retirement age, insurance coverage, job classification, classified advertising, recruitment, testing, or any other term, condition, or privilege of employment, because of race, color, religion, sex, national origin or occupationally irrelevant physical handicaps, or the exercising of any rights under the grievance procedure.

Section 3. The City further agrees that any violation of Title VII of the 1964 Civil Rights Act, as well as the Equal Pay Act of 1963, Executive Order 11246 as amended by 11375, and the Age Discrimination in Employment Act of 1979, will be deemed a violation of this Agreement and subject to the grievance and arbitration provisions embodied in this Agreement.

Section 4. Whenever the male gender is used in this Agreement, it shall include the female gender where applicable.

Article XXIX

DURATION AND CHANGE

This Agreement shall become effective at 0001 hours on December 1, 1984, and shall remain in full force and effect through 2400 hours on November 30, 1987. Either party shall have the option, no more than 90 days and at least 60 days prior to expiration, to notify the other party of its desire to terminate the Agreement. Such notification shall be made by Certified Mail, return receipt requested.

Either party shall have the option of opening the contract for wage and fringe benefit negotiations 60 days prior to each anniversary of the Agreement.

Article XXX

SAVINGS CLAUSE

Should any Article, Section or portion of this Agreement be held unlawful and unenforceable by any court of competent and final jurisdiction, such decision of the court shall apply only to the specific Article, Section or portion involved and shall not invalidate the remaining portions of this Agreement.

ADDENDUM A to Agreement of 1 December, 1984
between the CITY OF FORT WAYNE and
the FRATERNAL ORDER OF POLICE, INDIANA WAYNE LODGE #14, INC.

The wages for employees covered by the above-captioned Agreement shall be as follows for the year 1985:

<u>Position</u>	<u>Annual Wage Effective 1/1/85</u>
Sergeant	\$22,683.80
First Sergeant	\$23,106.32
Lieutenant	\$24,183.74

The Clothing Allowance for the year 1985 shall be as follows:

<u>Date of Payment</u>	<u>Amount</u>
May 31, 1985	\$337.50
November 30, 1985	\$337.50

Shift payments will be made to Police Officers as follows:

(1) Officers who were officers as of January 1, 1981 and who are assigned to "B" shift or any shift beginning between 1200 hours and 1700 hours shall have added to their regular earnings seven hundred dollars (\$700) for such pay period.

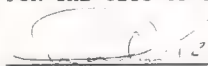
(2) Officers who were hired as of January 1, 1981, and were assigned to "C" shift beginning between 1800 hours and 2400 hours shall have added to their regular determined earnings one thousand four hundred dollars (\$1,400) annually for such time as they regularly work such shift.

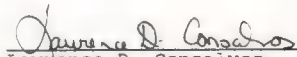
(3) Officers hired after January 1, 1981, shall not receive the shift payments referred to above for the first three years of their service. Except that new patrol officers, who have served one year on the force in the department shall be eligible for shift pay beginning January 1984.

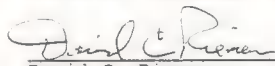
Members will receive annual educational bonus at the following rates:

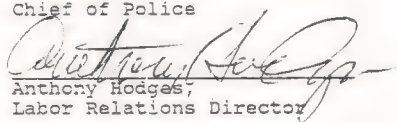
- a. Associate Degree = \$450.00 per year
- b. Bachelor's Degree = \$900.00 (or \$450.00 if Associate Degree bonus already paid) per year

FOR THE CITY OF FORT WAYNE:

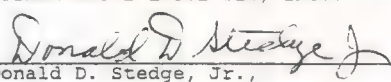

Win C. Moses, Jr.
Mayor

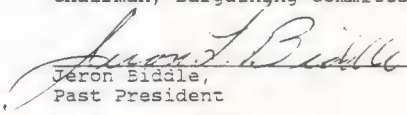

Lawrence D. Consalvos,
Director, Division of Safety



David C. Rieman,
Chief of Police



Anthony Hodges,
Labor Relations Director

FOR THE FRATERNAL ORDER OF POLICE,
INDIANA WAYNE LODGE #14, INC.:


Donald D. Stedje, Jr.,
Chairman, Bargaining Committee


Jeron Biddle,
Past President


Orville Roberts
Member, Bargaining Committee


Homer Gatchell
Member, Bargaining Committee

Dated this 1st day of December, 1984.



ADDENDUM B

The City of Fort Wayne

LETTER OF AGREEMENT

Dated February 23, 1983

This letter is to affirm the agreement reached on February 22, 1983 between the City of Fort Wayne and the Fraternal Order of Police, Lodge #14 with respect to the Traffic Engineering Signal Electricians who are recognized members of the FOP Pension Plan.

In an effort to secure a more equitable working environment in the Traffic Engineering Department, it has been agreed by management, FOP representatives and the affected employees in Traffic Engineering, to recognize these employees as covered by the FOP agreements with the City in terms of wages and benefits. Effective January 1, 1983, the Signal Electricians shall receive pay equivalent to that of Police First Sergeant, including any applicable shift bonuses. The FOP vacation and benefits schedules shall also apply.

With this agreement it is understood that at such time as any Signal Electrician, whose signature is below, leaves the Traffic Engineering Department, the vacancy left shall be filled, when deemed necessary by management, with civilian employees who shall be within the recognized jurisdiction of the IAM, Local 2569.

FOR THE CITY:

James M. Huntine
James M. Huntine, Director
Personnel/Labor Relations

Walter Stout
Walter Stout
Traffic Engineer

Matthew W. Collins
Personnel Officer

FOR THE FOP:

Jerome Biddle
Jerome Biddle, President

James Tryeg
James Tryeg, Signal Electrician

Noel Horvath
Noel Horvath, Signal Electrician

Dan Sprague, Signal Electrician

David Overby
David Overby, Signal Electrician



The City of Fort Wayne

December 1, 1982

LETTER OF AGREEMENT - TEMPORARY ASSIGNMENTS

This Agreement is between the City of Fort Wayne Police Department and the Fraternal Order of Police, Indiana Wayne Lodge #14, Inc. As there are no provisions for the temporary reassignment of Sergeants and Lieutenants of the Fort Wayne Police Department in the contract between the City of Fort Wayne and the Fraternal Order of Police; we, by this Letter of Agreement, do establish the following procedures:

Temporary assignments for Sergeants and Lieutenants are permissible in the following instances:

A. Hurt on Duty Illness

1. Personnel covered by this agreement who are able to perform light duty assignments may be assigned an appropriate task with no loss of pay, seniority, or bid position. Duration of the reassignment will be that of the incapacity.

B. Temporary Reassignment

1. Temporary reassignment may be made by the Chief of Police for a task which does not require a permanent position being created and for which suitable personnel are not present in the area requiring attention. An officer filling a need within these provisions will suffer no loss of pay or seniority and original bid position will be held open.
2. Temporary reassignments for one officer will be limited to sixty (60) working days within a calendar year.
3. No more than four (4) temporary assignments of Sergeants and Lieutenants total will be allowed to occur at one time. All such assignments will be made on a voluntary basis.



LETTER OF AGREEMENT

Between

City of Fort Wayne Police Department

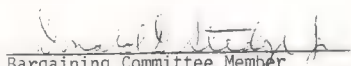
And

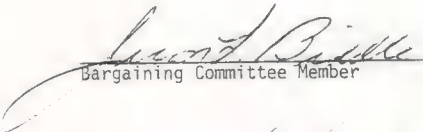
The Fraternal Order of Police, Indiana Wayne Lodge #14, Inc.

Page 2

4. The Chief of Police or his designate will notify the Fraternal Order of Police of all such reassignments within five (5) days of their being made.

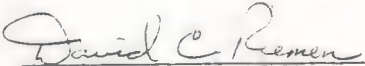
FOR THE FRATERNAL ORDER OF POLICE
INDIANA WAYNE LODGE #14, INC.:



Bargaining Committee Member


Bargaining Committee Member


Bargaining Committee Member

FOR THE CITY OF FORT WAYNE POLICE
DEPARTMENT:


David Riemen, Chief of Police


David Racine, Asst. Chief of
Police

Dated: 12-27-82



ADDENDUM D

The City of Fort Wayne

December 1, 1982

LETTER OF AGREEMENT - EXEMPT POSITIONS

This Agreement is between the City of Fort Wayne Police Department and the Fraternal Order of Police, Indiana Wayne Lodge #14, Inc. As of this date, the Fraternal Order of Police, recognized bargaining unit for Sergeants and Lieutenants in the Fort Wayne Police Department, hereby recognize the positions of Exempt Lieutenant and Exempt Sergeant.

We agree that these positions may be assigned by the Chief of Police where needed by him.

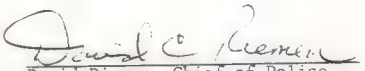
While the positions may be in any combination of the Sergeant or Lieutenant ranks, they will be limited to three at any given time.

Persons occupying these positions suffer no loss of bidding rights.

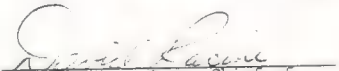
FOR THE FRATERNAL ORDER OF POLICE,
INDIANA WAYNE LODGE #14, INC.:

FOR THE CITY OF FORT WAYNE POLICE
DEPARTMENT:


Bargaining Committee Member


David Riemen, Chief of Police


Bargaining Committee Member


David Racine, Asst. Chief of
Police


Bargaining Committee Member

Dated: 12-27-82



ADDENDUM E

The City of Fort Wayne

December 1, 1982

LETTER OF AGREEMENT - MOUNTED PATROL

This Agreement is between the City of Fort Wayne Police Department and the Fraternal Order of Police, Indiana Wayne Lodge #14, Inc. Recognizing the unique service rendered to the citizens of Fort Wayne and the attendant good-will received by Fort Wayne Police Officers, by Sergeant William Walsh and his horse "BOO", we enter into this agreement.

While occupying his bid position, Sergeant Walsh will be recognized as fulfilling his duties while assuming the duties of mounted patrol.

FOR THE FRATERNAL ORDER OF POLICE,
INDIANA WAYNE LODGE #14, INC.:

FOR THE CITY OF FORT WAYNE
POLICE DEPARTMENT:

Robert J. Torgler
Bargaining Committee Member

David C. Riemen
David Riemen, Chief of Police

Robert J. Baillie
Bargaining Committee Member

David Racine
David Racine, Asst. Chief of Police

Thomas G. Gutierrez
Bargaining Committee Member

Dated: 12-27-82



ADDENDUM F to Agreement of 1 December, 1984
between the CITY OF FORT WAYNE and
the FRATERNAL ORDER OF POLICE, INDIANA WAYNE LODGE #14, INC.

The wages for employees covered by the above-captioned Agreement shall be as follows for the year 1986:

<u>Position</u>	<u>Annual Wage Effective 1/1/86</u>
Sergeant	\$23,591.15
First Sergeant	\$24,030.57
Lieutenant	\$25,151.09

The Clothing Allowance for the year 1986 shall be as follows:

<u>Date of Payment</u>	<u>Amount</u>
May 31, 1986	\$265.00
November 30, 1986	\$265.00

Shift payments will be made to Police Officers as follows:

(1) Officers who were officers as of January 1, 1981 and who are assigned to "B" shift or any shift beginning between 1200 hours and 1700 hours shall have added to their regular earnings seven hundred dollars (\$700) for such pay period.

(2) Officers who were hired as of January 1, 1981, and were assigned to "C" shift beginning between 1800 hours and 2400 hours shall have added to their regular determined earnings one thousand four hundred dollars (\$1,400) annually for such time as they regularly work such shift.

(3) Officers hired after January 1, 1981, shall not receive the shift payments referred to above for the first three years of their service. Except that new patrol officers, who have served one year on the force in the department shall be eligible for shift pay beginning January, 1984.


ADDENDUM F
(Continuation)


Members will receive annual educational bonus at the following rates:


- a. Associate Degree = \$450.00 per year;
- b. Bachelor's Degree = \$900.00 (or \$450.00 if Associate Degree bonus already paid) per year.

FOR THE CITY OF FORT WAYNE:

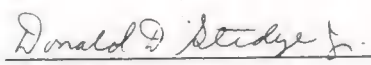

Win C. Moses, Jr.
Mayor

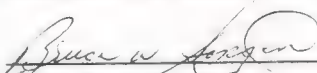

Lawrence D. Consalvos
Director of Public Safety



David C. Riemen
Chief of Police

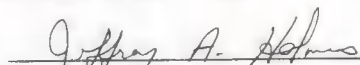

Cletus R. Edmonds
Director of Labor Relations

FOR THE FRATERNAL ORDER OF POLICE,
INDIANA WAYNE LODGE #14, INC.:


Donald D. Stedje, Jr.
Chairman, Bargaining Committee


Bruce W. Sorgen
Member, Bargaining Committee


Orville Roberts
Member, Bargaining Committee


Jeffrey A. Holmes
Member, Bargaining Committee

Dated this 30th day of December, 1985.

AGREEMENT BETWEEN



CITY OF FORT WAYNE, INDIANA

and



THE FORT WAYNE PROFESSIONAL
FIRE FIGHTERS UNION, LOCAL 124

Printed by: GPRJ Local #124
AFL - CIO



TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
ARTICLE I	Union and City Relationship	1
ARTICLE II	Union Recognition	2
ARTICLE III	Jurisdiction	2
ARTICLE IV	Management Rights	3
ARTICLE V	Union Membership and Security	3
ARTICLE VI	Dues Deductions	4
ARTICLE VII	Discrimination	5
ARTICLE VIII	Union Leave	6
ARTICLE IX	Grievance and Arbitration Procedure	7
ARTICLE X	Hours of Work	10
ARTICLE XI	Exchange of Worktime	12
ARTICLE XII	Clothing Maintenance & Upkeep Allowance	12
ARTICLE XIII	Vacation/Longevity	13
ARTICLE XIV	Sick Leave	15
ARTICLE XV	Wage and Monetary Fringe Negotiations	16
ARTICLE XVI	Assuming Duties of a Higher Rank	16
ARTICLE XVII	Insurance	16
ARTICLE XVIII	Twenty-Five Year Longevity Bonus	18
ARTICLE XIX	Hazardous Duty Pay Provision	18
ARTICLE XX	Educational Assistance	19

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
ARTICLE XXI	Bill of Rights	19
ARTICLE XXII	Department Seniority	23
ARTICLE XXIII	Out of Department Transfers	25
ARTICLE XXIV	Holidays	25
ARTICLE XXV	Personal Days	26
ARTICLE XXVI	Station Bid	27
ARTICLE XXVII	Bump System	30
ARTICLE XXVIII	Rules and Regulations	31
ARTICLE XXIX	General Provisions	31
ARTICLE XXX	Bulletin Boards	32
ARTICLE XXXI	Safety	32
ARTICLE XXXII	Prevailing Rights	33
ARTICLE XXXIII	Savings Clause	33
ARTICLE XXXIV	Binding Agreement	33
ARTICLE XXXV	Duration and Change	34
Appendix "A"	(Dues Maintenance)	36
Appendix "B"	(Letter of Agreement to Establish Policies & Procedures Committee)	38
1986 Pay Schedule		39

INDEX

	<u>PAGE</u>	<u>ARTICLE</u>	<u>SECTION</u>
Appendix "A" Dues Maintenance	36	---	---
Appendix "B" Policies & Procedures	38	---	---
Assuming Duties of Higher Rank	16	XVI	---
Bargaining Unit Jurisdiction	2	III	---
Bid Procedure			
Definition	27	XXVI	1
Procedure	27-28	XXVI	2
Bill of Rights			
Citizen Complaints	23	XXI	13
Citizen Rights	20	XXI	6
Demotion	20	XXI	8
Disciplinary Action	20-21	XXI	5-9
Interview/Questioning	21-22	XXI	9a-9h
Liability Suits	22	XXI	4
Officers/Reports	19	XXI	1
Personnel File	22	XXI	10-11
Political Activity	23	XXI	14
Polygraph/Voice Inflection	20	XXI	7
Privacy	23	XXI	15
Union Representation	19	XXI	2-3
Bulletin Boards	32	XXX	---
Bump System	30	XXVII	---
Clothing Maintenance & Upkeep Allowance	12	XII	---
Citizen Complaint	23	XXI	13
Civil Rights	5	VII	1
Discrimination - Union Representation	5	VII	1
Discrimination - Race, etc.	5	VII	2
Dues Deduction	4	VI	1-2
Duration of Contract	34	XXXV	---
Educational Assistance	19	XX	---
Exchange of Work	12	XI	1-2
General Provisions	31-32	XXIX	1-5

Grievance			
Arbitration	9	IX	---
Defined	7-8	IX	---
Reduced to Writing	8	IX	---
Time Limits	10	IX	---
Hazardous Duty Pay Provision	18	XIX	---
Holiday Pay	26	XXIV	2
Holiday Schedule	25	XXIV	1
Hospitalization Insurance	17	XVII	2
Hours of Work			
Basic Work Week	10-11	X	1
Overtime	11	X	2
Life Insurance	16	XVII	1
Longevity Bonus - 25 Years	18	XVIII	---
Negotiations	16	XV	---
Negotiations - Wage	16	XV	---
Overtime	11	X	2
Pay Schedule (1986)	39	---	---
Personal Days	26	XXV	---
Rights - Management	3	IV	---
Rights - Prevailing	33	XXXII	---
Rules and Regulations	31	XXVIII	---
Safety	32	XXXI	---
Savings Clause	33	XXXIII	---
Seniority			
Definition	23-24	XXII	1
List	24	XXII	2
Probationary Employee	24	XXII	3
Termination	24	XXII	4
Sick Leave	15-16	XIV	---
Transfers - Out	25	XXIII	

	<u>PAGE</u>	<u>ARTICLE</u>	<u>SECTION</u>
Union and City Relationship	1	I	---
Union Jurisdiction	2	III	---
Union Leave	6-7	VIII	1-3
Union Recognition	2	II	---
Union Security and Membership	3-4	V	1-2
Vacation/Longevity	13	XIII	---
Selection Method	14	XIII	4

AGREEMENT

This Agreement is entered into between the City of Fort Wayne, Indiana (hereinafter referred to as the "CITY"), the Fort Wayne Fire Department (hereinafter referred to as the "DEPARTMENT"), and the Fort Wayne Professional Firefighters Union, Local 124, Professional Firefighters Union of Indiana, International Association of Firefighters, AFL-CIO, CLC (hereinafter referred to as the "UNION").

WITNESSETH

The members of the Fire Department of the City of Fort Wayne, Indiana, are engaged in providing an essential public service to the community which affects the health, safety, comfort and general well being of the citizens of said City; and the parties hereto expressly agree to be bound by the terms of this Agreement in consideration of the premises and mutual covenants herein set forth and in further consideration of the high and proper purposes, aims and intentions of the parties hereto; and in order to achieve such purposes, the parties agree as follows:

ARTICLE I

UNION AND CITY RELATIONSHIP

The Union and the City agree to cooperate fully for harmonious relations, good working conditions, fair, reasonable and impartial discipline.

ARTICLE II

UNION RECOGNITION

The City hereby recognizes that the Union represents a majority of the Firefighters of the City of Fort Wayne. The City, therefore, recognizes the Union as the sole and exclusive bargaining agent for members of the bargaining unit (as defined in Article III, herein) of the City of Fort Wayne in matters pertaining to rate of pay, wages, hours of employment of said employees, working conditions, and other conditions of employment of said employees, and further agrees to bargain with no other such agent for said employees.

ARTICLE III

JURISDICTION

The bargaining unit shall be as follows: All Firefighters covered by the Indiana Burns Statute Pension Acts of 1937 and 1977, who are permanent and paid employees of the City of Fort Wayne wherever assigned to duty, but the following shall not be covered by this Agreement:

- (a) Chief
- (b) Deputy Chief
- (c) Assistant Chiefs
- (d) District Chiefs
- (e) Public Information Officer
- (f) Labor Relations Person

- (g) Administrative Assistants to the Director of Public Safety
- (h) Director of Telecommunications

ARTICLE IV

MANAGEMENT RIGHTS

The Union recognizes the authority of the City of Fort Wayne, Indiana to hire, discipline, transfer, promote, demote, suspend and discharge, assign work and the number of hours to be worked, including overtime work, to increase and decrease the work force, to establish staffing levels per apparatus and vehicles, to establish standards and methods, transfer work or otherwise perform work in the Fire Department as required by the demands to maintain the efficiency of public safety as well as to direct the working force of the department.

The employer, in exercising the rights set forth herein, recognizes that certain express conditions of employment are set forth in this agreement which limit and restrict these defined employer rights. Therefore, the Employer agrees that in exercising the rights herein, nothing shall be construed, or applied, in any manner which negates, modifies or supersedes the rights of employees or the Union, where such rights are expressly set forth in this Agreement.

ARTICLE V

UNION MEMBERSHIP AND SECURITY

Section 1. All employees who are hired and who complete their probationary period subsequent to the effective date of

this Agreement shall, as a condition of continued employment, either join the Union and pay initiation fees and monthly dues maintenance fees as designated by the Union.

Section 2. All employees who are hired subsequent to the effective date of this Agreement shall, as a condition of employment sign a statement of understanding and a release from liability against the City and the Union if said employee is discharged from employment under the Union Security Article. A sample of the Agreement for Payment of Union Dues for Representation Fees appears in Appendix A of this Agreement.

ARTICLE VI

DUES DEDUCTIONS

Section 1. The Employer will accept a signed dues deduction authorization, or agency fee deduction authorization by any member, active or retired, of the bargaining unit covered by this Agreement as equivalent to a continuing voucher by such member of the bargaining unit in the amount of monthly dues, or initiation fees or assessments, and insurance premiums as applicable, and service charges otherwise due to the Union.

Section 2. Deduction of union dues shall be made on the first payday of the month, following the month in which the authorization was received, and monthly thereafter on the first payday of the month. Deductions provided herein shall be remitted to the Treasurer of the Union no later than the twentieth (20th) day of the month in which the deductions were made and shall include all deductions made in that month. The

made and shall include all deductions made in that month. The Employer shall furnish, with the deductions remitted, an alphabetized listing of each employee for whom a deduction is made showing the exact amount of each respective deduction made.

ARTICLE VII

DISCRIMINATION

Section 1. The City will not interfere with, restrain or coerce the employees covered by this Agreement because of membership in or activity on behalf of, the Union. The City will not discriminate in respect to hire, tenure of employment or any term or condition of employment against any employee covered by this Agreement because of membership in, or activity on behalf of, the Union, nor will it discourage or attempt to discourage membership in the Union or attempt to encourage membership in another union.

Section 2. The City and the Union agree that it will not discriminate against any applicant for employment, or any present employee, in the payment of wages, assignment to jobs, seniority, promotion, demotions, training, transfers, layoff, recall, discipline, discharge, pension benefits, working hours, physical facilities, retirement age, insurance coverages, job classification, classified advertising, recruitment, testing, or any other term, condition or privilege of employment, because of race, color, religion, sex, national origin, political affiliation or activities, or occupationally irrelevant physical handicap, or the exercising of any rights under the grievance procedure, and

protection from reprisal for lawful disclosure of information.

Section 3. The City further agrees that any violation of Title VII of the 1964 Civil Rights Act, as amended in 1979 as well as the Equal Pay Act of 1963, Executive Order 11246 as amended by 11375, will be deemed a violation of this agreement and subject to the grievance and arbitration provisions embodied in this Agreement.

ARTICLE VIII

UNION LEAVE

Section 1. One officer of the Union as designated by the union in writing shall be granted time as needed to conduct legitimate union business, provided prior written request is received from the union and has been approved by the Chief or his designee. In emergency circumstances, when prior written notice cannot be given, the Union will give prior oral notice followed by written notice as soon as possible. These matters shall include, but not be limited to, contract interpretation, grievance matters and to further harmonious relationships between management, of the City of Fort Wayne, and the union.

Section 2. No deduction in wages shall be made against Union representatives in connection with legitimate collective bargaining business or grievance handling, including impasse procedures or for investigating potential grievances or problems which could prevent disruptions of harmonious relationships desired by both Management and the Union. The Union is entitled to a negotiating team of not more than five (5) members. Every

effort shall be made to mutually agree to schedule meetings when the smallest number of members of the negotiating team shall be needed off.

Section 3. The City will recognize shift grievances representatives or their alternate representative designated by the Union to the City in writing. Accredited representatives of the Union shall be chosen by the Union from its members who are in the bargaining unit. Union representatives shall be afforded such reasonable time as needed to carry out their grievance responsibilities. Any shift grievance representative who finds it necessary to leave his work station to transact legitimate grievance business may do so after notifying his Supervisor who, will release him in a reasonable amount of time. The representative will notify the Supervisor of the legitimate grievance business. The Union agrees to make every effort in the conduct of grievance matters to minimize interference with production and the orderly operation of the City, and further agrees that alternates will process grievances only in the absence of the shift representative. No deduction in wages shall be made against Union representatives for time spent in meetings with management.

ARTICLE IX

GRIEVANCE AND ARBITRATION PROCEDURE

Grievance Defined: Should any dispute or difference arise between the employer or their representative and the Union as to the meaning and application of any provision of this Agree-

ment, practices, rules or General Orders of the Department, such dispute or difference (hereinafter referred to as grievance) shall be settled in accordance with the Grievance Procedure. Suspensions, dismissals, and reductions in grade are not grievable or arbitrable. It is specifically understood that any matters governed by statutory provisions shall not be considered grievances and subject to the grievance procedure herein.

Step 1. The complaint of the employee shall be presented to the Fire Department Labor Relations Officer in writing within ten (10) calendar days following knowledge of the grievance or action. The Labor Relations Officer shall thereupon arrange a meeting with the aggrieved employee and/or any Union representative to help present his case. Said meeting shall be held not later than ten (10) calendar days after the Labor Relations Officer has received the written grievance. The Labor Relations Officer shall give his written answer within ten (10) calendar days after this meeting. Every effort shall be made by management to conduct all grievance meetings on a scheduled workday of the grieved employee between the hours of 8:00 a.m. and 5:00 p.m.

Step 2. If no satisfactory settlement is reached in Step 1, the grievance shall be advanced to Step 2 within ten (10) days, by the Union Representative, who will discuss the grievance with the Fire Chief or his representative. Within ten (10) days, the Fire Chief, or his representative shall give his written answer to the Union.

Step 3. In the event of the grievance is unresolved in Step 2, it shall be delivered by the Union within ten (10) days to the Director of Personnel/Labor Relations. A meeting between the Director of Personnel/Labor Relations and the Chief of the Fire Department, or their designated representatives and members of the Union Grievance Committee shall be held within twelve (12) calendar days after delivery of the grievance. If not satisfactorily adjusted at this meeting, the Director of Labor Relations shall give his written answer within ten (10) calendar days of the meeting. Nothing in Step 3 shall prohibit the Fire Chief, or his designated representative from meeting with the Union representative and settling the grievance during this twelve day calendar period.

Step 4. Arbitration. If the above procedure has been followed and the parties are still unable to settle the grievance, the Union shall, within twenty-five (25) days following receipt of the City's third step answer, notify the City of the Union's intent to arbitrate the dispute. Upon receipt of such notification, the City and the Union shall submit a request for a list of arbitrators from the Federal Mediation and Conciliation Service. After receipt of the panel of arbitrators, the parties shall draw lots to determine who shall strike the first name from the list of seven arbitrators, then continue striking names on an alternate basis. The last remaining name shall be deemed the arbitrator by mutual consent of the parties.

The arbitrator shall not have the authority to alter, amend

or change the terms or provisions of this Agreement. The answer of the arbitrator shall be in writing unless otherwise agreed on by both parties. The arbitrator's decision shall be final and binding on the parties, and in the event either party shall fail or refuse to abide by the decision of the arbitrator, the offended party can bring an action in the appropriate court. The court in its discretion, will award the prevailing party reasonable attorney fees in addition to any other relief adjudged. The Union and the City shall equally share the fees of the arbitrator, including any mutually agreed upon services relating to the arbitration proceedings.

Time Limitations. All time limits prescribed in Article IX may be extended by mutual agreement of the parties. Failure of the party charged to respond within the time limits shall constitute a basis for escalating the grievance to the next step. Failure of the aggrieved party to process the grievance to the next step within the time limits shall constitute a basis for the party charged to deny the grievance.

ARTICLE X

HOURS OF WORK

Section 1. Basic Work Week

- (a) The basic schedule for combat personnel shall be 7A hours on duty followed by 48 hours off duty, with reporting and relief time being 7:00 a.m. Fire investigators assigned to the above schedule shall have a reverse reporting time of 6:00 p.m.

- (b) The basic work week shall be forty (40) hours per week for all members assigned non-combat duties.

Section 2. Overtime:

- (a) At any time it becomes necessary to hold over or call back an employee, said employee shall be compensated at the rate of one and one half (1 1/2) times the hourly rate for each one-tenth hour or partial one tenth hour worked. In the case of the forty (40) hour employee overtime will also accrue for any hours in excess of a forty (40) hour work week. Overtime earned shall be paid on the next regular paycheck following the occurrence.
- (b) An employee who is called back to work after he has been released from his regular day's work shall be paid either for the actual time worked at the applicable overtime rate or three hours at straight time, whichever is greater. Time shall start when the employee reports for duty.
- (c) The employer agrees to maintain records of all overtime work by shift and classification, and to the maximum extent possible distribute overtime equally among employees within a classification.

ARTICLE XI

EXCHANGE OF WORKTIME

Section 1. All Firefighters shall be allowed to exchange working time subject to Rules & Regulations Policy #21 (dated 4-1-86) of the Department. This privilege shall continue for the life of this Agreement.

Section 2. All Firefighters in the Combat Division shall be allowed time necessary for travel from one station to another, after being properly relieved (up to one half (1/2) hour when changing shifts. Any Firefighter being held over because of the above shall not be compensated the first half hour of the shift.

ARTICLE XII

CLOTHING MAINTENANCE AND UPKEEP ALLOWANCE

Maintenance, cleaning and alteration allowance in the amount of three hundred fifty dollars (\$350) per year shall be paid each member of the bargaining unit. Replacement of and additions to what is currently recognized as uniform and service gear items will be replaced by the City on a one for one exchange basis. In the case of additions to current gear, the City will supply new items at no cost to the employee. Then, future replacements will be on a one for one exchange. Replacement standards are to be established by the Clothing Committee.

Payment shall be on or before the following times and in the following amounts:

31st day of May \$175.00
30th day of November \$175.00

ARTICLE XIII

VACATION/LONGEVITY

Section 1. Vacation/Longevity shall be on-duty days chosen by seniority draw under the terms of Section 4 of this Article. Probationary Firefighters will not be eligible to draw for calendar year vacations until the first draw after reaching one (1) year of seniority with the Department.

Section 2. Vacation Schedules:

Present procedure, 40 hour personnel:

- (a) Less than 5 years ----- 22 working days
- (b) 5 years to 19 years ----- 25 working days
- (c) 20 years to 24 years ----- 31 working days
- (d) 25 years & up ----- 37 working days

Present procedure, Combat personnel:

- (a) Less than four years ----- 10 working days
- (b) 5 to 19 years ----- 11 working days
- (c) 20 to 24 years ----- 13 working days
- (d) 25 years & up ----- 16 working days

Section 3. Firefighters hired after January 1, 1982, will have the following vacation schedule:

- Combat Personnel:
- (a) 1 to 3 years ----- 4 WORKING DAYS
 - (b) 4 to 5 years ----- 6 WORKING DAYS
 - (c) 6 to 10 years ----- 8 WORKING DAYS
 - (d) 10 years or more ----- Combat (b), (c), and (d)
on previous page, Section 2.

- 40 Hour Personnel:
- (a) 1 to 3 years ----- 5 working days
 - (b) 4 to 5 years ----- 10 working days
 - (c) 6 to 10 years ----- 15 working days
 - (d) 10 years or more ----- 40 Hour Personnel
(b), (c) and (d) on previous
page, Section 2.

Section 4. Vacation/Longevity Selection Method

Vacation and Longevity days, for the term of this Agreement, shall be selected by the employee through seniority preference and in accordance with Vacation, Personal and Longevity Policy Statement #24 dated April 1, 1986. Vacation and longevity days will be referred to as "earned" days in Policy Statement #24.

Section 5. Unit members leaving employment of the Fort Wayne Fire Department shall be granted earned time from their date of termination back to January 1 of the year of retirement. To determine retirement earned time, the following calculation will be used. The number of days worked in the retirement year divided by 365; the quotient is then multiplied by the number of

earned days for which the member is eligible. Example:

$$\frac{200}{365} = .597 \times 13 \text{ earned days} = 7.12 \text{ days}$$

ARTICLE XIV

SICK LEAVE

Any member of the bargaining unit who may be hurt, injured or sick shall have relief supplied by the City for a period of not more than one year. Members will not be required to produce a doctor's return to work slip for short term illnesses, but will be required to meet the following criteria.

(a) Each member will be responsible for reporting their inability to report for duty, prior to their normal starting time, to their supervisor.

(b) At the time of said reporting, each member will give a brief description of why they are unable to report as scheduled, the name of the attending physician, if applicable, and the estimated date of return to work.

(c) The Department may send a member to the City physician at any time at the Department's expense.

(d) The Department may require the member's attending physician to certify ability to perform in the member's job classification.

(e) Light duty assignments shall be made only after receiving certification as to the member's ability to perform said duty, from their attending and/or City physician. Said light duty shall consist only of functions presently performed by fully paid members of the Fort Wayne Fire Department. Nothing in

Section E shall restrict the member from any activity on their off-duty time, including, but not limited to, work for any other employer, if the employee is functioning on light duty with the Department. If light duty functions are not available, said employee shall not be restricted in off-duty employment.

ARTICLE XV

WAGE AND MONETARY FRINGE NEGOTIATIONS

The City and Union agree to commence negotiations for wages and monetary fringe benefits no later than the first week in July of each year, if applicable.

ARTICLE XVI

ASSUMING DUTIES OF A HIGHER RANK

Additional pay for assuming duties of a higher rank will be limited to the following: A Fire Fighter who assumes the duties of either a Lieutenant or Captain will be paid at the rate of the rank he/she assumes. A Lieutenant who assumes the duties of a Captain will be paid at the rate of a Captain. Payment shall begin with the first day or partial day worked and continue through the last day or partial day worked. There shall be one hour minimums in even hour increments.

ARTICLE XVII

INSURANCE

Section 1. Life insurance for members of the bargaining unit shall be provided in the amount of \$15,000 double indemnity for the cost of \$1.20 per employee per year.

Section 2. Hospitalization insurance presently in effect shall remain for the life of the contract, until the City upgrades the present insurance coverage.

Section 3. Retirement insurance -- Firefighters will earn 20% credit for each year completed after 20 years toward health insurance. This continues up to a maximum of 25 years completed which would give that individual a 100% paid health insurance plan. Job related disabilities can, based upon the following criteria, as outlined in the Fort Wayne Firemen's Pension Fund By-Laws, Section 18, qualify for 100% health insurance:

1. Pre-existing employment conditions will not qualify.
2. The illness or injury must be initiated while on duty.
3. Proper documentation must be in the personnel file to substantiate the claim.
4. Any medical history, requested by the Pension Board, shall be provided by the applicant to enable the Board to arrive at their decision. Failure to do so will disallow the claim.

INSURANCE PRORATE SCHEDULE

100% after 25 years of service;
80% after 24 years of service;
60% after 23 years of service;
40% after 22 years of service;
20% after 21 years of service.

This benefit is not retroactive to anyone who retired prior to 1-1-85.

The insurance will be the same as carried by active members, and will remain in effect until the retiree is eligible for Medicare/Medicaid. This benefit is a once out always out benefit.

ARTICLE XVIII

TWENTY-FIVE YEAR LONGEVITY BONUS

\$1,000 Bonus to be given to each employee who has twenty-five (25) years of service or more provided no legal ramifications develop which would make it mandatory to be considered part of the base rate and thus used in Pension computations or Pension assessments or payments.

ARTICLE XIX

HAZARDOUS DUTY PAY PROVISION

Hazardous Duty pay shall be provided only to those members of the Fort Wayne Fire Department Dive Team and the Fort Wayne Fire Department Hazardous Materials Control Group. The Hazardous Duty pay is granted members of those teams as a result of their exposing themselves to hazards beyond that which is normally required of firefighters. Qualifications for said pay shall be developed by the leaders of said organizations with final approval by the Chief of the Department. The number of individuals receiving said pay shall be determined by the Chief through recommendations from the team leaders. Hazardous duty pay shall be paid at the rate of \$750 per year.

ARTICLE XX

EDUCATIONAL ASSISTANCE

The City will make available to bargaining unit members educational assistance/tuition reimbursement under the terms of City Policy and Standard Procedure 8.4.

ARTICLE XXI

BILL OF RIGHTS

This Article is known and may be cited as the Firefighters Procedural Bill of Rights. These rules shall be for the government of the Fort Wayne Fire Department and shall be the internal personnel policies. For purposes of this Article, the term Firefighter includes all members of the bargaining unit, on full time active duty, as defined in Article III, herein. Here below are listed and defined their Rights, to wit:

1. All Officers shall promptly and accurately prepare and file all official reports required or requested by the Fort Wayne Fire Department Rules and Regulations and/or General Orders, and nothing herein shall exempt any Officer from the duty to make such reports.
2. Unit members shall have the right to Union representation during interview or questioning for any matter concerning his activities.
3. Unit members shall have the right to Union representation selected by the Union, during any interview or hearing on complaints that are heard by civilian or Board of Safety review

4. Unit members shall receive public assistance in regard to any job related civil or liability suits at law in accordance with General Ordinance No. G-38-75, 29 December 1975.

5. Unit members may be assigned discipline in an official counseling session. A counseling session will not require prior notification. If the unit member chooses not to accept the discipline recommended by the superior officer in a counseling session, he may request an official hearing through written notification to the Chief. An official hearing would require 72-hour notification. The counseling officer would be required to present the case to the hearing officer.

The decision to go directly to a departmental formal hearing is at the discretion of the Chief, dependent upon the circumstances and severity of the violation. Formal hearings require a 72-hour notification.

6. Unit members shall not receive any discipline for exercising their rights as a citizen guaranteed by the Constitution of the United States and the State of Indiana.

7. Unit members shall not be required to undergo polygraph or voice inflection testing at any time.

8. Unit members shall not be demoted, except for just cause and after appropriate hearing and determination by the Board of Public Works and Safety.

9. When, for any reason, any Fire Fighter is under investigation by his Superior Officer, or any other duly assigned member of the Fire Command, which could lead to disciplinary action,

demotion, dismissal, transfer of administrative charges, and to insure that such investigations are conducted in a manner conducive to public confidence, good order and discipline, meanwhile observing and protecting the individual rights of each Firefighter, the following rules of procedure are hereby established, and will be followed unless the Fire Chief determines that the seriousness of the investigation requires otherwise.

(a) The interview or questioning shall be conducted at a reasonable time when the unit member is on duty and during normal waking hours for the unit member. The interview or questioning shall be completed as soon as possible. Time shall be provided for personal necessities, meals, telephone calls not related to the investigation, and rest periods.

(b) The unit member being interviewed or questioned shall be informed at least 72 hours prior to such interview or questioning of the rank, name and command of the officer in charge of the questioning.

(c) The unit member shall be informed of the nature of the investigation, of whether he is a witness or the object of the investigation, and of any charges against him at least 72 hours prior to any questioning.

(d) The interview or questioning session shall be for a reasonable period of time, not to exceed four (4) hours.

(e) The unit member under investigation shall not be subjected to offensive language or threatened in any manner

whatsoever.

(f) The unit member shall not be subjected to visits by the press or news media without his express consent, nor shall his home address or photograph be given to anyone without his express consent.

(g) The complete interview of a unit member shall be recorded. The unit member shall be given a copy of that tape or a copy of the transcript as soon as possible. The unit member shall be entitled to a transcribed copy of any notes made by a stenographer or to any reports made by investigators. This does not preclude the unit member from recording the interview on his own tape recorder.

(h) If the unit member is likely to be placed under arrest as a result of the investigation, he shall be completely informed of all his rights prior to the commencement of the interrogation.

18. No unit members shall have any comment adverse to his interests entered in his personnel file, without his having first read the instrument containing the adverse comment indicating he is aware that such comment is being placed in his file or other place of recordation of such comments, except that such entry may be made if, after reading the instrument containing any adverse comment the unit member refused to sign it. A witness shall thereafter note that such unit member was presented with the opportunity to read and sign such instrument and refused to do so. After 18 months, if there is no recourse, the instrument shall be purged from his/her file.

11. A unit member shall have ten (10) days within which to file a written response to any adverse comment entered in his personnel file. Such written response shall be attached to, and shall accompany the adverse comment.

12. Disciplinary documents in unit member's file shall be removed after an 18-month period. Exceptions to this rule will be if a similar violation takes place within the 18-month period. In such event, the record will remain on file until the latest occurrence has matured 18 months.

13. Before the interview of any unit member as a result of a complaint by a citizen, the citizen shall be interviewed by a designated representative of the Director of Public Works and Safety.

14. Except as otherwise provided by law, no unit member shall be prohibited from engaging or be coerced or required to engage in political activity.

15. No unit member shall have his locker, desk, or other space for storage that may be assigned him, searched unless a valid search warrant has been obtained.

ARTICLE XXII

DEPARTMENT SENIORITY

Section 1. Definition: Seniority, as defined in this Article means the total length of continuous employment within the Fire Department. For purpose of lay-off, the person with the least seniority shall be the first person laid off. If more than one person was hired on the same date, seniority shall

be determined by chance draw of the cards, with Social Security numbers used to rank those members for the draw of cards. The total social security number is used with the lowest number considered first. Each person shall draw his own card for seniority. In the event the person cannot be there, an alternate shall be appointed to draw for him by the officer conducting the draw. Seniority draw shall be conducted on or before graduation from the Fire Academy. Once a position has been established, that position shall be held thereafter. Recall after lay-off shall be by seniority. Date of hire shall determine seniority for those members previously assigned to Communications Department and/or Traffic Engineering/Signal Department.

Section 2. Seniority List: The City will furnish an updated department-wide seniority list by rank showing the name, date of employment and length of service, to be posted on a bulletin board in the Fire Department, and to be given to the union annually each November.

Section 3. Probationary Employee Defined: All new employees shall be considered probationary employees for a minimum of twelve (12) months from the date they are sworn in and until completion of all probationary training requirements. Probationary employees shall be excluded from all terms and conditions of this Agreement unless otherwise provided by State Law.

Section 4. Termination of Seniority: An employee shall be considered terminated and his seniority broken when he: (a) quits, or (b) is discharged for just cause.

ARTICLE XXIII

OUT OF DEPARTMENT TRANSFERS

(a) No individual or group of individuals shall be transferred out of the Fire Department, unless mutually agreed upon, by the City and the Union, to any department not directly related to Firefighting, Fire Apparatus Repair, Fire Communication, Fire Alarm System Repair, Fire Training, and Fire Prevention, or any other service which is not recognized under Indiana state statute as a responsibility of a fire department or the Fire Chief. Any unit member who is transferred within the guidelines established and answering all requirements for the job transferred to, and who within six (6) months, is determined not to have the ability to perform such job shall be advised of the specific reasons resulting in the disqualifications. The disqualified member shall have the right to return to his previous job and pay without prejudice.

ARTICLE XXIV

HOLIDAYS

Section 1. Schedule: The following fifteen (15) holidays shall be holidays for members of the bargaining unit: New Year's Day, Martin Luther King's Day (after 1986), Presidents' Day, Good Friday, Primary Election Day, Memorial Day, Independence Day, Labor Day, General Election Day, Veterans' Day, Thanksgiving Day, and the Day after Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Eve Day.

Section 2. In 1986 holiday pay will be paid to all members of the Combat Division at a rate of one-third (1/3) of a first class firefighter's daily pay. This pay will be granted whether the firefighter is on duty or off.

Section 3. Beginning January 1, 1987 holiday pay will be compensated to only those firefighters who are on duty between the hours of 0601 and 2400 the day of the holiday. The rate of compensation will be two (2) times the hourly firefighter wage.

Under this method of payment and the schedule as defined in Article X the shift working from 0601 to 0700 will receive seven (7) hours of double time and the shift working from 0700 to 2400 hours will receive 17 hours of double time. The firefighter must be on duty to receive premium holiday pay.

ARTICLE XXV

PERSONAL DAYS

One personal day shall be granted to members of the bargaining unit for urgent or unforeseen matters. The member shall advise his supervising officer in advance of such absence and the day shall be granted providing the minimum number of personnel needed for the operation of the department is maintained. Because one Operations day is equal to 24 hours, 48 Hour personnel will be allowed three 8-hour days as personal time.

The procedure for administering the personal day is further defined in Policy Statement #24.

ARTICLE XXVI

STATION BID

Section 1. Definition: Station bid as defined in this Article shall mean that non-ranking combat Firefighters shall have the right to bid for the station that they would most like to serve. Department seniority shall prevail in bidding for job openings within the Combat Division.

Section 2. Procedures: The Fire Chief or his designated representative shall record all bids and observe the engine houses as they fill to ensure shift equality. Once the bids have been completed, those jobs shall be held until a job opening occurs.

Section 3. The city recognizes the following positions available in the Combat Division for the bid and bump system:

- 3 bid positions per engine
- 2 bid positions per ladder truck
- 1 bid position per rescue unit

Section 4. Hereafter are listed the rules governing Station Bids:

1. Station jobs up for bid shall be filled by the applicant with the highest seniority.
2. The posting will name the assignment and the date of the bid posting and closing. Bids will remain open eighteen (18) calendar days.
3. Each Fire Fighter may successfully bid on one (1) job per year, but after having successfully bid, shall remain for

one (1) year in that job or until a posted position closes after eighteen (18) days without anyone bidding on it at which time persons in this category would be eligible to bid.

4. Unsuccessful bids or assignments will not be counted against the member's number of bids per calendar year.

5. A Fire Fighter may bid on more than one job, but not more than two (2) jobs simultaneously.

6. After two (2) unsuccessful bid postings, the position may be filled by the Fire Chief using any Fire Fighter on that shift who is not holding a permanent bid position. The position will be placed on an available position list and can be bid upon at any time.

7. Bid positions and available positions will be posted on all Fire Department bulletin boards for eighteen (18) calendar days. Persons to accept bids will be the Fire Chief, or his designee, in the Fire Department Office. Firefighters must bid for jobs on forms from the District Chief, in person, by signature, and will receive a receipt to show that he has placed a bid. The Fire Fighter will retain the original and the person

issuing the receipt will forward the copy along with the bid, at the time the bid closes, to the Fire Chief or his designee. A Fire Fighter may remove his name from the bid by appearing in person to the District Chief during working hours, with his receipt, during the eighteen (18) calendar days while the bid is still open.

8. Temporary job openings are defined as those resulting from an on-duty sickness or injury that will have a duration of not more than one (1) year. These temporary job openings may be filled at the Fire Chief's discretion, from the engine house of his choice, by seniority. The more senior member of that house shall have the right to refuse temporary openings, thus causing the qualified junior Fire Fighter to be the assignee.

9. If the temporary job opening becomes terminated because of death, retirement, voluntary quit or end of time limit, that job shall be posted for bid in the manner described previously.

10. Jobs successfully bid will be filled within twenty (20) days.

11. A Fire Fighter hired after 6-1-85 shall not be eligible to exercise seniority bid for preferred job openings, in the Combat Division, until he/she has completed the Joint Apprenticeship Training Program.

12. Job openings shall be either posted for bid or removed from contention within fourteen (14) days from vacancies.

13. Temporary assignments shall not be used to avoid the

bid system.

14. In the event it becomes necessary to balance shift staffing, the Fire Fighter with the least seniority not holding a permanent bid spot will be moved, unless a more senior Fire Fighter volunteers to move.

15. Nothing in this Agreement shall prevent management from creating new job classifications or extending or decreasing existing job classifications provided each new job classification is posted for bid in accordance with the bidding procedures described herein.

ARTICLE XXVII

BUMP SYSTEM

In the event it becomes necessary to close an engine house, put a manned piece of apparatus out of service, a member is removed, or voluntarily resigns their position rank, those unit members affected shall be afforded the right to exercise their seniority and bump into existing jobs providing they meet the job specifications. Those persons displaced by being bumped shall then exercise their seniority rights for jobs in like manner. No assignment held by union officials shall be subject to the bump system. Those persons displaced by being bumped shall then exercise their seniority rights for jobs. Failure to exercise these rights within thirty (30) calendar days will result in losing of their right to bump. This bump system pertains only to those positions identified in Article XXVI, Section 3.

ARTICLE XXVIII

RULES AND REGULATIONS

The Union agrees that all of its members will comply with all Department rules and regulations, including those relating to conduct and work performance as long as those rules and regulations do not conflict with the provisions of this Agreement. The City agrees that Departmental rules and regulations which affect the working conditions and performance shall be subject to the grievance procedure.

ARTICLE XXIX

GENERAL PROVISIONS

1. Whenever the male gender is used in this Agreement, it shall include the female gender where applicable.

2. Employees shall be assigned to work at one specific location. Subsequent to reporting, the Department will be responsible for providing transportation from the reporting site to the scene of an emergency. If an individual is transferred after reporting to his initial job site and does not have transportation, the department shall provide such. In this event, the Department has a responsibility to have the employee back to the location of origin no later than 7:30 a.m. the next morning. The City will make every effort to meet this responsibility.

3. This Agreement shall be printed in booklet form at the expense equally of the Union and the City and distributed to each member of the bargaining unit.

4. No combat member shall be required to perform any outside duties not dispatched as emergency through the normal run procedures established by the Department when the outside temperature is 18 degrees Fahrenheit or less, or 91 degrees Fahrenheit or greater. The National Weather Bureau at Baer Field shall be used to establish temperatures.

5. No Class A pump will be assigned to an initial emergency response with less than 3 firefighters.

ARTICLE XXX

BULLETIN BOARDS

The City shall provide space for sealed bulletin boards for use by the Union, which are to be located in areas where unit members normally work.

ARTICLE XXXI

SAFETY

The City and the Union agree to establish a committee of equal members for the purpose of investigation, study and recommendation on all matters pertaining to safety within the work environment (i.e. protective turn-out gear, clothing, departmental structures and equipment). All findings and recommendations of this committee shall be forwarded in writing to the Fire Chief with a copy to the Board of Public Works and Safety and the Union. Recommendations shall first be presented to the unit members at an appropriate meeting.

ARTICLE XXXII

PREVAILING RIGHTS

All rights, privileges and working conditions permissible by law enjoyed by the unit members at the present time, which are not included in this Agreement shall remain in full force, unchanged and unaffected in any manner, during the term of this Agreement unless changed by direct order of the Fire Chief. However, prior to such changes being made, the Fire Chief shall give fourteen (14) calendar days written notice of such change to the Union, setting forth the circumstances which necessitate the change. Upon receipt of such notice, the Union shall have the right to meet with the Fire Chief to discuss any objection to the change. Where responsible objections are made by the Union, the Fire Chief shall make every effort to satisfy such objections.

ARTICLE XXXIII

SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of an existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE XXXIV

BINDING AGREEMENT

This Agreement shall be binding upon the successors and assigns of all of the parties hereto.

ARTICLE XXXV

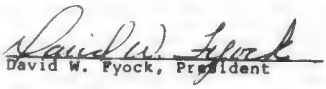
DURATION AND CHANGE

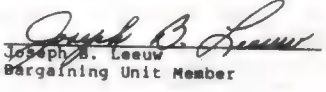
This Agreement shall become effective at 00:01 hours April 1, 1986 and shall remain in full force and effect until 24:00 hours December 31, 1988 and from year to year thereafter unless either party in the year 1988 shall, no more than ninety (90) and at least sixty (60) days prior to the anniversary date hereof, notify the other party of a desire to amend or terminate this agreement. In the event any notice is given under the provisions of the above, the parties shall meet no later than fifteen (15) days after receipt of notice.

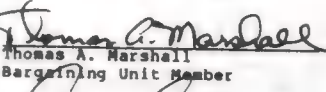
No agreement, waiver, alteration, understanding, variation, or modification of any terms or conditions contained herein shall be made by an employee or group of employees, with the Employer, and in no case shall it be binding upon the parties hereto, unless such Agreement is made and executed in writing between the parties.

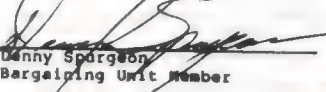
RESPECTFULLY SUBMITTED,

FOR THE FORT WAYNE PROFESSIONAL
Firefighters UNION, LOCAL 124:


David W. Fyock, President


Joseph B. Leeuw
Bargaining Unit Member

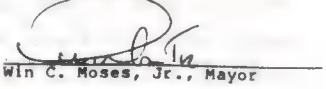

Thomas A. Marshall
Bargaining Unit Member

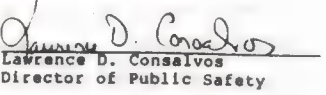

Denny Spurgeon
Bargaining Unit Member

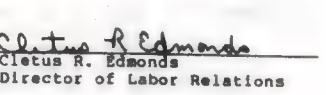

Jeffrey R. Schlieder
Bargaining Unit Member

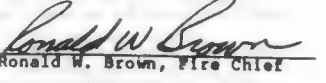
Dated: April 17, 1986

FOR THE CITY OF FORT WAYNE:


Win C. Moses, Jr., Mayor


Lawrence D. Consalvos
Director of Public Safety


Cletus R. Edmonds
Director of Labor Relations


Ronald W. Brown, Fire Chief

APPENDIX A

AGREEMENT FOR PAYMENT OF UNION DUES FOR REPRESENTATION FEES

This Agreement is made on _____, 19 __, by and between the City of Fort Wayne, Indiana and the Board of Public Works and Safety Commissioners of said City, hereinafter referred to as the "Employer," and _____, hereinafter referred to as the "Employee." This Agreement between the Employer and Employee is made in compliance with the terms of the Agreement between the City of Fort Wayne and the Fort Wayne Professional Firefighters Union, Local #124, hereinafter referred to as "Union," dated _____.

The Employee has made an application to the Employer to become a member of the Fort Wayne, Indiana Fire Department, and the Employer hereby accepts the application and agrees to employ the Employee as a Fire Fighter.

The Employee acknowledges that employment in the Fort Wayne, Indiana Fire Department is subject to the terms of the labor agreement between the Employer and the Union and that the Employer is required by Fort Wayne, Indiana Special Ordinance No. S-156-78 to recognize exclusive representatives of Fire-fighters in bargaining units defined in said Ordinance. The Employee acknowledges that, pursuant to said Ordinance, the Employer has recognized the Union as the sole and exclusive representative for certain employees in the Fire Department and the Employer has entered into a labor agreement with the Union containing a union security provision which requires that

employees hired after the effective date of the aforementioned labor agreement shall, as a condition of continued employment, either join the union and pay monthly union dues and initiation fees or pay an agency fee equal to the amount of the monthly union dues. The Employee acknowledges, pursuant to said labor agreement, the Employee has read and understands Article V.

The Employee agrees, in consideration of the acceptance and continued employment by the Employer of the Employee as a fire fighter, to abide by the Union Security Provision of the agreement between the Employer and the Union, and pay all union dues, initiation fees or agency fees equal to the union dues.

The Employee agrees that the payment of said dues or fees shall be a condition of employment and continued employment, and upon the Employee's failure to abide by the aforementioned agreement, if such failure remains uncorrected for a period of thirty (30) days after written notice from the Employer or from the Union to the Employee, the Employee shall be discharged from employment and the employment terminated.

The Employee hereby releases the City and the Union from all claims, damages and liability that may result from a termination for non-payment of union dues, initiation fees and agency fees.

CITY OF FORT WAYNE, INDIANA:

EMPLOYEE:

BY: 

THE BOARD OF PUBLIC WORKS AND SAFETY:

BY: 

APPENDIX B

LETTER OF AGREEMENT

The parties agree to immediately commence drafting a policy and procedural manual for the Fort Wayne Fire Department.

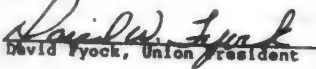
A joint committee consisting of five (5) people selected by the Fire Chief and five (5) current Fort Wayne Fire Fighter Union members, selected by the Firefighters Union president, shall be responsible for drafting said manual. A minimum of three (3) people from each side must be present at each meeting.


The manual will consist of methodologies, policies and procedures, concerning but not limited to existing rules, regulations, policies and procedures of the Fort Wayne Fire Department which shall remain in effect, until modified or amended in accordance with the terms of this letter of agreement.


In the event of an unresolved issue or impasse of the joint committee, the Director of Public Safety will have the authority to select the appropriate solution, only from the recommendations submitted by the committee and all segments thereof, which serves the best interest of the Fort Wayne Fire Department and the City of Fort Wayne.

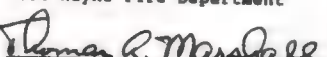
Article XXIX, Section 4 and 5 will remain in the 1986 contract until the joint committee has written procedures to cover such issues. At this time, the joint committee procedures will supersede the contract regarding these sections allowing for the removal of these specific articles and sections from the contract.

This letter of agreement shall remain in full force and effect until terminated by mutual agreement of the parties hereto.


David Ryock, Union President


Ronald Brown, Chief
Fort Wayne Fire Department


Lawrence D. Consalvo
Director of Public Safety


Thomas A. Marshall
Union Member


Joseph B. Thomas
Union Member


Jeffrey A. Bohlen
Union Member

Dated this 17th day of April, 1986.

WAGE SCHEDULE
BARGAINING UNIT MEMBERS

This pay schedule reflects a three percent (3%) wage increase for 1986 effective April 1, 1986; a four percent (4%) wage increase for 1987 effective January 1, 1987; and a four percent (4%) wage increase in 1988 effective January 1, 1988. All proposed wage increases are subject to City Council approval. The three-step wage system leading into First Class Firefighter salary is based upon the employee's completion of all requirements defined in the Joint Apprenticeship Training Program.

	1986	1987	1988
Platoon Captain			
Fire Inspector III	\$23,740.16	\$24,689.77	\$25,677.3
Captain			
Fire Inspector II			
Fire Investigator II	\$23,800.52	\$23,928.86	\$24,886.8
Lieutenant			
Fire Inspector I			
Fire Investigator I	\$22,159.44	\$23,845.82	\$23,967.6
Firefighter (Journeyman)			
1st Class	\$20,775.19	\$21,606.20	\$22,478.4
Firefighter			
24-36 months seniority	\$19,736.43	\$20,525.89	\$21,346.9
Firefighter			
12-24 months seniority	\$18,697.67	\$19,445.50	\$20,223.4
Firefighter			
Probationary	\$17,650.91	\$18,365.27	\$19,099.8

Entry level pay for persons moving into the Investigation or Inspectors classifications will be established at the individual's pay at the time of classification change but not greater than Lieutenant/Inspector/Investigator I and will remain at that level until such time as both training and longevity requirements are met allowing for a step increase greater than the step the individual is currently being compensated.



AGREEMENT BETWEEN



CITY OF FORT WAYNE, INDIANA
and



INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS, LOCAL 723

10-1-81 thru 9-30-84
Extended with Addendum thru
12-31-86

Printed by OPERJ Local #328
AFL - CIO



AGREEMENT

BETWEEN

CITY OF FORT WAYNE, INDIANA

AND

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL #723

AGREEMENT
BETWEEN
CITY OF FORT WAYNE, INDIANA
and
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL #723

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
ARTICLE I		1
Section 1	Agreement	1
Section 2	Duration	1
Section 3	Prior Agreement	1
ARTICLE II	UNION RECOGNITION	2
Section 1	Recognition	2
Section 2	Harmony Clause	2
Section 3	Union Activity	2
Section 4	Collection of Union Dues	2
Section 5	Union Security	3
ARTICLE III	NON-DISCRIMINATION AND NO STRIKE	4
Section 1	Non-Discrimination	4
Section 2	No-Strike	5
Section 3	Male/Female Gender	5
ARTICLE IV	MANAGEMENT RIGHTS	5
Section 1	Management Rights	5
Section 2	Work Rules	5
Section 3	Sub-Contracting	6
ARTICLE V	REPRESENTATION	7
Section 1	Lost-Time Negotiations	7
Section 2	Meetings	7
Section 3	Notices	7
Section 4	Bulletin Boards	7
Section 5	Inspection	7
Section 6	Officers	8
Section 7	Union Stewards	8
Section 8	Leaves for Union Business	8
ARTICLE VI	GRIEVANCE PROCEDURE	9
Section 1	Definition	9
Section 2	First Step	10
Section 3	Second Step	10
Section 4	Third Step	10
Section 5	Fourth Step	11
Section 6	Union Representation	11
Section 7	Time Limitations	11
Section 8	Time Limits	11
Section 9	Disciplinary Action	11

ARTICLE VII	ARBITRATION	12
Section 1	Panel of Arbitrators	12
Section 2	Proceedings	12
Section 3	Cost	12
Section 4	Decision	13
Section 5	Arbitrator's Authority	13
ARTICLE VIII	WAGES, HOURS AND CONDITIONS	13
Section 1	Normal Work Day - Work Week	13
Section 2	Rest Periods	14
Section 3	Equipment Return Time	14
Section 4	Overtime and Compensatory Time Off	14
Section 5	Time Clocks	15
Section 6	Call-In and Report-In Time	15
Section 7	Emergency Work	16
Section 8	Paid Holidays	16
Section 9	Job Classifications	16
Section 10	Retirement	17
Section 11	Discharge and Disciplinary Layoffs	17
Section 12	Health and Safety	17
Section 13	Physical Requirements	18
Section 14	Inclement Weather	18
ARTICLE IX	SENIORITY AND TERMINATION	18
Section 1	Definition	18
Section 2	Accumulation of Seniority	19
Section 3	Termination	21
Section 4	Transfer	21
ARTICLE X	LAYOFF AND RECALL	22
Section 1	Layoff	22
Section 2	Recall	23
ARTICLE XI	VACANCIES AND PROMOTIONS	23
Section 1	Vacancies	23
Section 2	Eligibility	25
Section 3	Filling Job Vacancies	25
Section 4	Qualifying Time	25
Section 5	Vacancies Outside the Bargaining Unit	26
ARTICLE XII	SICK LEAVE	26
Section 1	Sick Leave Accrual	26
Section 2	Sick Leave Accumulation	26
Section 3	Explanation of Illness	26
Section 4	Monetary Credit	27
ARTICLE XIII	OCCUPATIONAL DISEASE AND INJURY LEAVE	27
Section 1	Payment of Wages	27
ARTICLE XIV	INSURANCE	28
Section 1	Insurance Benefit	28
Section 2	Life Insurance	28
Section 3	Retirees Insurance	29

ARTICLE XV	FUNERAL LEAVE	29
Section 1	Immediate Family	29
Section 2	Other Relatives	29
ARTICLE XVI	JURY DUTY LEAVE	30
Section 1	Eligibility and Payment	30
ARTICLE XVII	MILITARY LEAVE	30
Section 1	Draft and Enlistment	30
Section 2	Reservist Active Duty-Training	30
ARTICLE XVIII	MISCELLANEOUS LEAVES	31
Section 1	Eligibility and Extension	31
Section 2	Seniority While On Leave	31
ARTICLE XIX	VACATION LEAVE	31
Section 1	Vacation Time Granted	31
Section 2	Employees on Leave	32
Section 3	Requested Time of Vacation	32
Section 4	Holiday During Vacation	33
Section 5	No Cash Payment or Carryover	33
Section 6	Vacation at Termination	33
ARTICLE XX	PERSONAL TIME	34
Section 1	Personal Time Allowed	34
ARTICLE XXI	SEPARABILITY CLAUSE	34
Section 1	Enforcement of Agreement	34
ARTICLE XXII	TOOLS	35
Section 1	Furnishment of Tools	35
Section 2	Responsibility of Tools	35
ARTICLE XXIII	SUCCESSOR CLAUSE	35
Section 1	Binding Agreement	35
Section 2	Work Performed by Bargaining Unit Employees	36
ARTICLE XXIV	WITNESSETH	36

INDEX

	<u>PAGE</u>	<u>ARTICLE</u>	<u>SECTION</u>
Agreement/Recognition	2	II	1
Bargaining Committee	7	V	1
Bulletin Board	7	V	4
Death in the Family	29	XV	1,2
Discharge/Disciplinary Layoffs	17	VIII	11
Discrimination-Grievance	9-11	VI	1-9
Duration of Contract	1	I	2
Employee Defined	18	IX	1
Employee Liability	35	XXII	2
Grievance			
Arbitration	12	VII	2
Defined	9	VI	1
Disciplinary Action	11	VI	9
Steps 1 - 4	10-11	VI	2-5
Time Limitations/Management	11	VI	7
Time Limitations/Union	11	VI	8
Holiday During Vacation	33	XIX	4
Holidays Paid	16	VIII	8
Hours of Work			
Emergency Work	16	VIII	7
Equipment Return Time	14	VIII	3
Overtime/Comp Time	14	VIII	4
Normal Work Day/Week	13	VIII	1
Time Clocks	15	VIII	5
Job Classification	16	VIII	9
Jury Duty	30	XVI	1
Layoffs	22	X	1
Life Insurance	28	XIV	2
Occupational Disease/Injury	27	XIII	1
Overtime Compensation	14	VIII	4

	<u>PAGE</u>	<u>ARTICLE</u>	<u>SECTION</u>
Personal Time	34	XX	1
Recall/Layoff	23	X	2
Retirees Insurance	29	XIV	3
Retirement	17	VIII	10
Safety and Health	17	VIII	12
Seniority			
Accumulation	19	IX	2
Definition	18	IX	1
Part-time Employees	19	IX	1C
Probationary Employees	19	IX	1D
Regular Employees	18	IX	1A
Seasonal Employees	19	IX	1E
Service	19	IX	1E
Termination	21	IX	3
Transfer	21	IX	4
Sick Leave			
Accrual	26	XII	1
Monetary Credit	27	XII	4
Successor Clause	35-36	XXIII	1-2
Termination			
Conditions	21	IX	3
Tools			
Furnishment/Responsibility	35	XXII	1-2
Union			
Dues/Membership	2	II	4
Leave	8	V	8
Security	3	II	5
Stewards	8	V	7
Vacancies			
Eligibility	25	XI	2
Filling of Vacancies	25	XI	3
Outside Vacancies/Filling	26	XI	5
Qualifying Time	25	XI	4
Vacation			
Vacation Time Granted	31	XIX	1
Vacation at Termination	33	XIX	6

ARTICLE I

Section 1. Agreement: The City of Fort Wayne, Indiana hereinafter referred to as the Employer and The International Brotherhood of Electrical Workers Local #723, hereinafter referred to as the Union, as registered by the Secretary of the State of Indiana entered into this Agreement dated October 1, 1981.

Section 2. Duration: This Agreement shall remain in full force and effect from October 1, 1981 and thru September 30, 1984 and thereafter shall automatically renew itself for periods of one (1) year, dating to and from the anniversary of the day upon which it might first have been terminated, unless either party gives the other party not less than sixty (60) days notice by registered mail, before any termination date, of its intention to change, alter, modify, or cancel this Agreement.

- A. Either party may reopen the matter of basic wage rates and economic factors by giving the other party written notice at least sixty (60) days prior to April 1, 1982. Negotiations stemming from such notice shall begin at least thirty (30) days prior to May 1, 1982.

Section 3. Prior Agreement: This Agreement supersedes all prior agreements between the Employer and any Union with respect to wages, rate of pay, hours of employment and all other conditions of employment. All prior agreements shall be void and of no force and effect.

ARTICLE II

UNION RECOGNITION

Section 1. Recognition: The Employer hereby recognizes the Union as the sole and exclusive collective bargaining agent for all employees of the Department of Parks and Recreation, except those employees as listed herein--Administrators, Supervisors, Clerical, Park Police and those employees of the Recreation Department who perform more than 50% of their duties in recreational activities, with respect to wages, rate of pay, hours of employment, and other conditions of employment.

Section 2. Harmony Clause: The Employer and the Union will strive at all times to promote harmony and efficiency to the end that the public, the Parks and Recreation Department, and the Union will be benefitted.

Section 3. Union Activity: The Union agrees that there shall be no interruption or suspension of work for the solicitation of membership, dues or other Union activities during working hours. The Union further agrees that it shall not hold or authorize any kind of a meeting or election on Parks and Recreation Department premises without prior approval from the Director of Parks and Recreation.

Section 4. Collection of Union Dues: The Employer agrees, upon written authorization, to deduct from such member's first pay ending of each month the amount of Union membership dues and/or initiation fee, and to remit the same to the Union, during the life of this Agreement.

Section 5. Union Security: It is agreed between the parties hereto that all employees shall become members of the Union as a condition of employment hereunder on the thirty-first day after the execution of this Agreement.

- A. New employees shall make arrangements with the Union for membership therein on or immediately after thirty-one (31) days of employment. After becoming a Union member, the employee will continue such membership in good standing as a condition of employment under this Agreement.
- B. In lieu of membership in the Union the aforesaid obligation shall be satisfied by paying to the Union an amount equal to the regular membership and initiation fees.
- C. The Employer shall notify the Business Manager of the Local Union of the date of employment and classification of each new employee and shall refer them to the representative of the Local Union for instruction and advice concerning the agency shop requirements of this Agreement.
- D. The Union agrees to indemnify and hold the City harmless from any and all claims or rights of action which may be hereafter asserted by any person now or hereafter employed by the City and which arise out of the inclusion or enforcement of the provisions of this agency shop section.
- E. If an employee fails to comply with the preceeding provisions, the union shall advise him by certified letter (with a copy to the Personnel/Labor Relations Director) that, if he doesn't pay or arrange to pay his arrears within seven calendar days after receiving the letter, the Union will request the City to terminate his employment.

If the employee has not complied by the end of the period, the Union shall notify the Personnel/Labor Relations Director, who shall give the employee a further seven day notice. If the employee has still not complied at the end of that period, he shall be removed from the employment with the City, losing all seniority rights and other benefits established by this agreement.

- F. Seasonal employees shall not be eligible for any fringe benefits under this agreement until completion of six (6) months of continuous employment with the City. At such time employee shall begin to accrue benefits from that six (6) month date. Such employees shall be paid rates as established by management as long as such rates do not exceed the lowest rate paid in the wage schedule attached.

ARTICLE III

NON-DISCRIMINATION AND NO STRIKE

Section 1. Non-Discrimination: It is understood that neither the Employer nor the Union will discriminate against any employee because of participation in activities on behalf of the Union; or because of race, creed, color, national origin, religion, sex, age, handicap or political affiliation. It is further agreed that any violation of Title VII of the 1964 Civil Rights Act, as well as the Equal Pay Act of 1963, Executive Order 11245 as amended by 11375, and the Age Discrimination in Employment Act of 1979 will be deemed a violation of this Agreement and subject to the grievance and arbitration provisions embodied in this Agreement.

Section 2. No Strike: The Union agrees that in no event whatsoever will any of the employees covered by this Agreement be permitted to cease the continuous performance of their duties in order to coerce the employer in a dispute during the term of this Agreement.

Section 3.: Whenever the male gender is used in this Agreement, it shall include the female gender where applicable.

ARTICLE IV

MANAGEMENT RIGHTS

Section 1. Management Rights: Except as otherwise specifically provided in this Agreement, the Union recognizes that the Employer has jurisdiction over all matters concerning the management of the Department including, but not limited to the right to employ, transfer, promote and demote; to set physical qualifications, discipline, suspend, or discharge for proper cause; to relieve employees from duty because of lack of work, lack of funds, or for other legitimate reason; to assign work and the number of hours worked including overtime work; to set rules for the conduct of employees and operation of the Parks and Recreation Department recognizing that all employees are to be treated with equality and justice.

Section 2. Work Rules: The Union shall be notified of the establishment of fair work rules, which shall be posted, and shall also be notified of any changes prior to implementation.

The disputes arising from the establishment and change of these rules shall be subject to the Grievance and Arbitration Procedure of this Agreement.

Section 3. Subcontracting: The subcontracting of bargaining unit work during the terms of this Agreement shall be handled as follows:

- A. Work of a kind or nature historically performed by respective bargaining unit employees will not be contracted out unless it is beyond the capability of the Employer to accomplish within time available; or,
- B. It requires more employees than are available to accomplish the work within the time available.

However, no exception shall be authorized while respective unit employees who are capable of performing the work are working less than the number of hours in the basic work week, or while such employees are on layoff, except where the Mayor or his designee has proclaimed an emergency for the City of Fort Wayne.

The Employer agrees that no work shall be contracted out that results in a reduction of force, or in a reduction in the hours of bargaining unit employees, unless an emergency situation is declared by the Mayor or the Director of Parks and Recreation, or their designated representative.

ARTICLE V
REPRESENTATION

Section 1. Lost Time Negotiations: The Employer will pay lost time for not more than four (4) employees representing the Union in negotiations or for the preparation thereof on the day of the negotiations.

Section 2. Meetings: Union representatives shall meet with the Management Committee as needed. Union representatives shall suffer no loss of pay for attending such meetings during working hours.

Section 3. Notices: Notices to the Union, as required by this Agreement, shall be in writing and directed to the Business Manager, except as otherwise specifically provided in this Agreement.

Section 4. Bulletin Boards: The Employer agrees to furnish to the Union, space on bulletin boards which shall be used exclusively for Union notices. Such bulletin boards shall be located in conspicuous places satisfactory to the Employer and the Union. All such notices as posted by the Union shall be signed by an authorized Union representative.

Section 5. Inspection: Any official representative of the Union shall have access to park maintenance shop and work areas at all reasonable hours, upon notification to the Park and Recreation Department staff, for the purpose of investigating

working conditions. The investigations shall not interfere with the operations of the Department.

Section 6. Officers: The Union shall notify the Director of Labor Relations and the Director of Parks and Recreation, in writing, within ten (10) days of election, of the names of its officers, and Chairman and members of the Bargaining Committee, including the assigned division of each officer or committeeman.

Section 7. Union Stewards: The Employer recognizes the right of the Union to designate Stewards. The authority of Stewards so designated by the Union shall be limited to and shall not exceed the following duties and activities:

- A. The investigation and presentation of grievances in accordance with the provisions of this Agreement.
- B. The transmittal of such information and messages as shall originate with and be authorized by the Union or its officers, provided such information and messages have been reduced to writing, or if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods or any other interferences with the Employer's business.

Section 8. Leaves for Union Business:

- A. Any employee who resigns to accept as primary employment a full-time paid position in Local 723 shall, at the expiration of the term in office be reinstated to his former

position including all seniority time and rights, provided he is qualified and able to perform the work. It is understood that in case of return of such an employee, other employees below him on the seniority list will be demoted if necessary. In computing seniority, time served as a representative of the Local Union shall be considered as time worked for the Park Department.

- B. Employees called to transact Union business not in conflict with City interests which requires them to be absent from duty with the Park Department shall upon twenty-four hours notice to the Superintendent of Parks, and with proper permission, be granted the necessary time off, without pay.

ARTICLE VI

GRIEVANCE PROCEDURE

Section 1. Definition: A grievance is a complaint by an employee or group of employees, for whom the Union is the bargaining agent, involving an alleged violation or interpretation of any provision of this Agreement. Any grievance submitted either orally or in writing shall contain a clear, concise statement of the alleged violation, and redress sought, refer to the contract provision allegedly violated, and identify and be signed by the aggrieved employee, employees, and Union Steward.

Section 2. First Step: All grievances shall be first discussed by the aggrieved employee and a steward with the immediate supervisor. The immediate supervisor will provide an answer within three (3) working days.

Section 3. Second Step: If the grievance is not satisfactorily adjusted under the provisions of Section 2, the Union, through its designated representative, may appeal the decision to the Director of Parks and Recreation or his designated representative within five (5) working days of the date of the supervisor's answer. Upon presentation of the grievance to this level, the Director of Parks and Recreation or his representative shall arrange a meeting within five (5) working days with the Union, and forward to the Union his written answer based upon the meeting and discussion therein within five (5) working days after said meeting.

Section 4. Third Step: If no satisfactory settlement is reached in the provisions of Section 3, the Union shall forward the grievance, within five (5) working days to the Director of Personnel/Labor Relations. The Director of Personnel/Labor Relations will arrange to meet with the Union within five (5) working days after receipt of such grievance. Within five (5) working days following, the Director of Personnel/Labor Relations will render his decision, incorporating the detailed position of the Employer in respect to the grievance.

Section 5. Fourth Step: Only grievances which resulted from an alleged violation of the provisions of this contract which the parties are unable to settle by the use of the grievance procedure contained herein may be submitted to arbitration.

Section 6. Union Representation: Once a grievance has been presented by the Union to the Director of Parks and Recreation, representatives of the Parks and Recreation Department staff shall not discuss the grievance with the aggrieved employee or employees without the employee or employees being told of his right to have an authorized Union representative present.

Section 7. Time Limitations: All time limits prescribed herein may be extended by mutual agreement of the parties. Failure of the employer to respond within the time limits shall constitute a basis for escalating the grievance to the next step. Failure of the Union or employees to process the grievance to the next step within the time limits shall constitute a basis for the Employer denying the grievance.

Section 8. Time Limits: The Union must file a grievance within ten (10) calendar days of the occurrence of the event causing the grievance to be eligible for handling under the grievance and arbitration procedure of the Agreement.

Section 9. Disciplinary Action: The Employer shall not initiate disciplinary action against an employee after a period of

the (10) days in which an incident occurred or in which the Employer became aware of the incident.

ARTICLE VII

ARBITRATION

Section 1. Panel of Arbitrators: The parties will request from the Federal Mediation and Conciliation Service, a panel of seven (7) impartial arbitrators. Upon receipt of such a panel, the parties shall strike the names alternately until one name remains, who shall be deemed the arbitrator by mutual agreement of the parties. First choice shall be determined by flip of coin. The arbitration shall be conducted under the then existing rules of the Service and the arbitrator shall proceed forthwith to examine into, and make determination of the matters in dispute.

Section 2. Proceedings: All proceedings under this Section shall be started and carried to conclusion as expeditiously as possible.

Section 3. Cost: Each party shall bear the expense of preparing and presenting its own case. The compensation and expenses of the arbitrator and the incidental expenses of the arbitration proceedings mutually agreed to in advance shall be borne equally by the Employer and the Union.

Section 4. Decision: The decision of the arbitrator shall be binding upon both parties and shall conclusively determine the dispute being arbitrated.

Section 5. Arbitrator's Authority: The arbitrator shall not have the authority to add to, subtract from, or modify any provision of this agreement nor to rule on any questions except the ones submitted for arbitration.

ARTICLE VIII

WAGES, HOURS AND CONDITIONS

Section 1. Normal Work Day - Work Week: Eight (8) consecutive hours shall constitute a normal days work scheduled between the hours of 6 a.m. and 4 p.m., with a twenty (20) minute paid lunch period, to be taken at the work site, on each of five (5) consecutive days scheduled Monday to Friday, Tuesday to Saturday, or Sunday to Thursday, inclusive. Employees shall not leave the worksite with a private or city vehicle for the express purpose of obtaining a meal. If this policy is abused, the employer shall notify the union, and a discussion shall be held to implement joint measures to correct the abuse. In the event the corrective measures do not succeed, the employer shall implement an unpaid lunch period of 30 minutes plus 15 minutes of paid travel time. The workday shall be adjusted accordingly. The Employer reserves the right to alter the

normal working day or days when necessary, providing both affected employees and the union are notified at least forty-eight (48) hours before such work schedule becomes effective.

Section 2. Rest Periods: One (1) rest period, not to exceed fifteen (15) minutes shall be allowed during the mid-morning and one (1) in the mid-afternoon of each working day.

Section 3. Equipment Return Time: A maximum time of fifteen (15) minutes shall be allowed in any storage area for the purpose of returning equipment.

Section 4. Overtime and Compensatory Time Off: Except as otherwise provided herein:

- A. Employees shall not receive overtime pay, but in lieu thereof, shall receive compensatory time for all hours earned in excess of forty (40) hours per week.
- B. There shall be no maximum accumulation of compensatory time, however, employees must reduce compensatory time accumulated to forty (40) hours by April 1 of each succeeding year. Compensatory time off must be granted and taken prior to termination as no cash payment will be made in lieu of taking compensatory time off. Compensatory time must be scheduled at least one day in advance unless an emergency exists as determined by the Department Head.
- C. Compensatory time shall be computed on the basis of time and one-half for all work performed on Saturday as such

and double time for all work performed on Sunday and Holidays as such, in excess of forty (40) hours per week.

Section 5. Time Clocks:

- A. All employees for whom time clocks are made available must check in and out on the clock regardless of the hours the employee works. All employees who will not be reporting to work must notify, by telephone, the Lawton Office or their immediate supervisor prior to the scheduled reporting time the day of the absence and each day thereafter unless arrangements are made with their supervisor.
- B. Employees clocking in late or clocking out early shall be penalized by one-tenth (1/10) of an hour for each six (6) minutes or fraction thereof he is late or leaves early.
- C. Any employee who intentionally punches another employee's time card or intentionally gives false information to the Employer is subject to the following disciplinary action:
FIRST OCCURRENCE - Warning with one week lay-off.
SECOND OCCURRENCE - Discharge.

Section 6. Call-In and Report-In Time: Any employee called to work or who reports to work at his normal working time, without prior notice not to report to work, shall be paid a minimum of four (4) hours pay. Any employee who leaves at his own request on a call-in shall be paid only for the time actually worked to the nearest one-tenth (1/10) of an hour.

Section 7. Emergency Work: An emergency may be declared only by the Mayor or the Director of Parks and Recreation, or designated representative. Any employee requested to work during any such declared emergency will report for work as soon as possible.

Section 8. Paid Holidays:

- A. Paid holidays are designated as follows:
- | | |
|-------------------------|-------------------------------|
| 1. New Year's Day | 8. General Election Day |
| 2. President's Day | 9. Veterans' Day |
| 3. Good Friday | 10. Thanksgiving Day |
| 4. Primary Election Day | 11. Friday after Thanksgiving |
| 5. Memorial Day | 12. Day before Christmas Day |
| 6. Independence Day | 13. Christmas Day |
| 7. Labor Day | 14. Day Before New Year's Day |
- B. When a holiday falls on Saturday, the preceeding Friday shall be observed. When a holiday falls on Sunday, the following Monday shall be observed.
- C. An employee must work or be on paid leave on the last scheduled working day before a holiday and on the next scheduled working day following a holiday to be eligible for holiday pay.

Section 9. Job Classifications: The Employer reserves the right to add or delete any job classification, provided that the Union is given fifteen (15) or more days notice in writing and discussion is held if requested by the union, prior to the implementation of such change. Any addition or deletion shall

be subject to the grievance and arbitration procedure in this agreement.

Section 10. Retirement: All regular employees must retire on the attainment of their 70th. birthday. At the option of the Park Department, such employees may be employed through the December 31st. succeeding their 70th. birthday. It is further agreed that the Employer and the Union will comply with the provisions covered under the Age Discrimination in Employment Act of 1979. All regular employees must participate in the Indiana Public Employee's Retirement Fund in accordance with the rules set up by the Legislature and the Administrators of this fund.

Section 11. Discharge and Disciplinary Layoffs: The Employer agrees to notify the Division Steward and Business Manager in writing of the disciplinary layoffs of less than eight (8) hours of any regular employee. The Employer agrees to notify the Division Steward and Business Manager before the discharge or disciplinary layoff of eight (8) hours or more of any regular employee.

Section 12. Health and Safety: The Employer shall take reasonable precautions to insure the health and safety of employees by providing necessary safety equipment. In the event prescription safety glasses as approved by the City's Safety Department have been broken on the job, the City will replace same for employee.

Section 13. Physical Requirements:

- A. The Employer may require any employee to submit to a physical examination at any time to determine the fitness of such employees to perform his duties in a safe and satisfactory manner. If, in the opinion of the physician, such an employee's physical condition is not compatible with the kind of work available, he shall not be permitted to work. Any intentional misrepresentation or concealment in regard to physical condition may be the basis for discharge.
- B. Any required physical examination shall be at the expense of the Park Department.

Section 14. Inclement Weather: The Employer agrees that when certain limits of precipitation, temperature, or wind velocity are exceeded to the extent of causing extreme discomfort or causing undue safety hazards, outside work shall be suspended or modified whenever possible. The Superintendent of Parks shall be the sole judge of when work shall be suspended or modified because of inclement weather.

ARTICLE IX

SENIORITY AND TERMINATION

Section 1. Definition:

- A. Regular Employee - One who works the year around on a full-time basis, and who has accumulated three (3) months service or more.

- B. Seasonal Employee - One who works on a full-time basis, but only for the length of a particular season.
- C. Part-time Employee - One who works less than one half the regular scheduled full-time hours per year and less than full-time basis and only for the length of time he may be needed.
- D. Probationary Employee - A person who has less than three (3) months of continuous, accumulated service.
- E. Service - Accumulated time of employment on a full-time basis by an employee of the Civil City or City Utilities of Fort Wayne. Service shall be used for length of vacations and eligibility for sick leave.
- F. Seniority: For the purpose of this Agreement, seniority shall be based on the most recent date of hire as a regular employee, by the Parks and Recreation Department, except that Stewards, Bargaining Committee members, and Union Officers shall have super seniority and be the last laid off in the event a layoff occurs. Seniority shall be used for layoff and recall, job bidding, promotion and choice of vacation.

Section 2. Accumulation of Seniority:

- A. A probationary or seasonal employee has no seniority rights and his retention as an employee is entirely at the discretion of the Employer and not subject to reviewing under the Grievance Procedure.
- B. A regular employee's seniority continues to accumulate throughout the time he is actively employed and working or on approved leave.

- C. Part-time employees shall not be eligible for any fringe benefits with the exception of seniority based on hours paid and participation in Perf. Pension if minimum qualifications are met. - Note regular employees who become part-time as a result of layoff shall receive benefits on a prorated basis with the exception of insurance which shall be continued while employee is in a pay status.
- D. A regular employee absent because of lack of work or nonoccupational disease or injury shall accumulate seniority during such period of absence equal to his previously accumulated seniority, but not to exceed a maximum of two (2) years. A written statement from a licensed physician may be required to substantiate absence due to nonoccupational disease or injury.
- E. A regular employee on any paid leave shall accumulate seniority during the period of such paid leave.
- F. A regular employee on military leave shall accumulate seniority and service for the duration of such leave.
- G. Any employee shall lose his service time or seniority upon termination.
- H. Seniority lists covering all employees will be prepared by the Employer and sufficient copies thereof furnished to the Business Manager and Division Stewards every six (6) months. When two or more employees have the same seniority dates, the date of their application shall be used for seniority, first being oldest in seniority.

Section 3. Termination: Employees shall be terminated under the following conditions:

- A. Failure to report for work for three (3) consecutive working days without proper notification.
- B. After a regular employee's absence for a period of time equal to his previously accumulated seniority or two (2) years in accordance with Article 9, Section 2, paragraph C.
- C. Failure to report for work within three (3) working days after recall by the Employer following layoff as provided in Article 10, Section 2.
- D. Failure to report for work within three (3) working days from date an employee is released for work by the Employer's physician following an absence due to occupational disease or injury.
- E. Overstaying a leave of absence.
- F. Voluntarily resigning.
- G. Being discharged for just cause.
- H. Retiring.
- I. Leaving the employ of the Employer by mutual agreement.

Section 4. Transfer:

Any employee employed by the Fort Wayne Parks and Recreation Department who leaves the Bargaining Unit, shall retain his accredited service from the first date of employment in the Park Department. Seniority shall begin with the most recent date of employment in the Bargaining Unit. When the employee is reemployed in the Bargaining Unit and accumulates five years

of continuous employment in the Bargaining Unit, the employee's previous Bargaining Unit seniority shall be bridged and there shall be added the five years of continuous seniority accumulated and he shall be placed in the appropriate place on the seniority list.

ARTICLE X

LAYOFF AND RECALL

Section 1. Layoff:

When the work force is reduced for any reason, employees shall be laid off in the following order:

- A. Seasonal employees shall be laid off first, with notice of at least three (3) working days, to the employee and the Union.
- B. Part-time employees shall then be laid off in inverse order of seniority.
- C. Regular employees shall then be laid off next in accordance with their seniority, with notice of at least five (5) working days to the employee and the Union. Union Officers, Stewards, and Bargaining Committee members shall be laid off last and have top seniority for layoff. Any employee laid off shall have the right to bump vertically or horizontally into any job, provided he has the seniority and qualifications to do the job. Qualifications considered shall be those previously demonstrated by the employee in the employ of the Employer.

Section 2. Recall:

When there is a re-call following layoff, Union Officers, Stewards, Bargaining Committee members, regular employees shall be returned to work first in the inverse order from which they were laid off. Part-time employees shall then be recalled in like fashion. Seasonal employees shall then be recalled in any fashion. Any employee recalled shall be so notified by certified mail sent to his last known address. The Employer reserves the right to recall certain skilled employees, such as electricians, plumbers, and carpenters, out of seniority line provided specific agreement of the Union Business Manager is secured in each instance.

ARTICLE XI

VACANCIES AND PROMOTIONS

Section 1. Vacancies:

- A. Jobs vacated as a result of termination, promotion, reclassification, transfer or sickness shall be posted for a period of five (5) working days. All employees who wish to bid on posted jobs must do so in writing, deposit one copy in the designated bid box at Lawton Pavillion and submit one copy to the supervisor of the job posted. The bid box to be opened by a Union official. If no bids are received, or if no employee who bids is qualified, the Management shall have the right to fill such vacancies by other means.
- B. If a vacancy resulting from any of the above reasons is not to be filled, the Park Department shall notify the

Union within ten (10) working days after the vacancy occurs. Job vacancies posted and bid shall be awarded within ten (10) working days of the end of the posting period.

- C. Job vacancies of not more than fifteen (15) days temporarily created by vacations, leaves of absence, sickness, injury or other similar causes shall be considered temporary vacancies and shall be filled without posting them and at the discretion of the Employer. This time limit can be extended by mutual consent of the Union and the Employer.
- D. An employee assigned to work in a job classification which exceeds ten (10) working days, and is higher than his normal classification shall receive the higher rate of pay at the next higher increment to the rate he normally receives. In the event an employee is assigned to work temporarily in a classification lower than his normal classification, he shall receive his regular rate of pay.
- E. Employees awarded a job bid from the date of such successful bid, thereafter be restricted from bidding laterally for six (6) months, provided, however, they have not been bumped to a lower labor grade due to job elimination or reduction in force. If such reduction has occurred, employees shall be eligible to bid as often as possible until previously higher labor grade that was held has been reached, at which time normal time restriction of six (6) months shall again apply.

Section 2. Eligibility: Regular employees only, are eligible to submit valid bids on posted jobs. Employees who are on vacation or paid leave of absence up to five (5) working days during the posted period are eligible to submit a bid on the next working day upon returning to work.

Section 3. Filling Job Vacancies: The employee bidding on a posted job with the greatest seniority in the total bargaining unit shall be given first preference in accordance with his qualifications and abilities to fill such posted job vacancy.

Section 4. Qualifying Time: An employee who is judged to be qualified for a particular job vacancy, and is the apparent successful bidder, shall be given ten (10) working days to prove his qualifications on the job subject to an extension period by mutual agreement of the Employer and Union. If, for any reason, he is not successful in proving his qualifications, he shall be returned to his previous job at the end of the ten (10) day period and the qualified bidder, if any, next in the seniority line shall be given ten (10) working days to prove his qualifications for this particular job. Any employee successfully bidding on a job vacancy and making satisfactory progress during his ten (10) day trial period shall be considered the new possessor of the job, and his pay shall be adjusted accordingly at the end of the ten (10) day trial period.

Section 5. Vacancies Outside the Bargaining Unit: The Employer shall have the right to transfer an employee with the employee's full agreement from within the Bargaining Unit, to fill a job vacancy outside the Bargaining Unit without posting. The Employer shall have the right to temporarily place an employee from within the Bargaining Unit on a job outside the Bargaining Unit for training purposes, provided the Union through its Business Manager is given prior notice of such action.

ARTICLE XII

SICK LEAVE

Section 1. Employees shall accrue paid sick leave at the rate of two and thirty-one hundredths (2.31) hours per week for each week of employment during which the employee is actively employed, on any type of paid leave for any portion of the week. Such sick leave accrual begins on the first day of employment, however, probationary employees shall not be entitled to use it until completion of 90 days.

Section 2. Sick leave shall be accumulated and carried over from year to year. Employees retiring because of physical disability shall be entitled to exhaust sick leave prior to effecting disability retirement.

Section 3. Employees claiming absences charged to sick leave shall have the responsibility to furnish reasonable explanation

of the nature of the illness to the Employer when requested. Where there is evidence of a pattern of sick leave abuse, the Employer shall have the right to require a medical certificate for any absences claimed as sick leave until such time as the pattern of abuse no longer exists. Sick pay will not be paid if such evidence is not furnished.

Section 4. Monetary Credit: Upon retirement, an employee shall receive credit for all accumulated sick time and shall be paid for said time at the rate of eight (8) dollars for each eight (8) hours of accumulated time.

ARTICLE XIII

OCCUPATIONAL DISEASE AND INJURY LEAVE

Section 1. Employees injured while in a duty status shall first be paid the difference between their normal straight time hourly or weekly wage, and the Workmen's Compensation Benefits. Such payments shall continue for sixty (60) work days. After sixty (60) work days' payment, the affected employees will be required to exhaust accumulated sick leave benefits. After exhausting sick leave benefits, the Employer will again pay the difference between the affected employee's normal straight time hourly rate, and Workmen's Compensation until the employee either is able to return to duty, is declared permanently disabled, or loses his seniority, but in no case for a period to exceed an additional four (4) months for those employees with two (2) years of less seniority and not to exceed an

additional six (6) months for those employees with over two (2) years seniority, whichever occurs first. However, prior to resuming the payment of differential between straight time earnings and workmen's compensation (after exhausting sick leave benefits), the Employer shall reserve the right to require an examination by a medical physician designated by the employee (at no cost to the employee) from a list of not less than three (3) general practitioners or not less than two (2) Board Certified specialists, as appropriate, for the nature of the injury. The designated physician shall determine the physical condition of the affected employee and submit his findings to the parties. Should the designated medical physician determine the employee is able to return to work or the employee is permanently disabled, no further differential payment shall be made. However, should a dispute arise as to the determination made by the designated medical physician, the matter shall be subject to the grievance procedure.

ARTICLE XIV

INSURANCE

Section 1. The Employer agrees that Group Insurance, Hospital, Surgical and Health and Life Insurance level shall not be lowered and shall be extended to all employees at a cost of one dollar and twenty cents (\$1.20) per year per employee.

Section 2. Each employee who, after six years of service, retires from the City, shall receive a life insurance policy in

the amount of five thousand dollars (\$5,000) at no cost to the Employee for the rest of his life.

Section 3. Employees who retire under the terms of any of our recognized retirement programs with the minimum of five (5) years consecutive service shall be eligible to participate in the current retirees group plan at the rates determined by the carrier.

ARTICLE XV

FUNERAL LEAVE

Section 1. Immediate Family: Any regular employee shall receive up to three (3) consecutive working days with pay, not extending beyond the day following the funeral for the purpose of making arrangements for, and attending the funeral of a close relative, or a relative who is a member of the employee's household, or a person for whom the employee has been responsible. Close relatives are: parents, spouse, children, mother-in-law, father-in-law, brothers and sisters, grandparents and grandchildren.

Section 2. Other Relatives: Any regular employee shall receive one (1) working day leave with pay for the purpose of attending the funeral of a relative not covered under the condition mentioned in Section 1, above. Any request for such leave shall be handled on an individual basis by the Superintendent.

ARTICLE XVI

JURY DUTY LEAVE

Section 1. Eligibility and Payment: Any regular employee shall be given a leave of absence for required jury duty. Such employee, upon presentation of acceptable evidence of jury time and payment thereof, shall be paid the difference between his regular straight time wages and the jury duty payment. In addition when subpoenaed as a witness the same payment shall apply except that subpoenas due to secondary employment would not apply.

ARTICLE XVII

MILITARY LEAVE

Section 1. Draft and Enlistment: Any regular employee who enlists in or is drafted by any component of the Armed Forces, or who is a member of a Reserve or National Guard unit which is pressed into active duty, shall be given a leave of absence in accordance with the Selective Service Act of 1967, as amended, and such employee shall accumulate seniority in his absence.

Section 2. Reservist Active Duty-Training: Any employee who is an active member of a recognized Reserve unit of the Armed Forces, or who is a member of a National Guard Unit, shall be given a leave of absence for required active duty-training. Any such employee, upon presentation to the supervisor of acceptable evidence of required training time, shall be paid the difference, if any, between reservist pay and his rate of

pay for a period not to exceed ten (10) normal working days, eighty (80) hours, in any calendar year.

ARTICLE XVIII

MISCELLANEOUS LEAVES

Section 1. Eligibility and Extension: Any regular employee with one (1) year or more service may be granted an unpaid leave up to thirty (30) calendar days with written approval of the Director of Parks and Recreation for purposes other than those specifically mentioned herein, except working at another job. Such unpaid leave may be extended to six (6) calendar months with the written approval of the Director of Personnel/Labor Relations.

Section 2. Seniority While On Leave: Any eligible employee shall accumulate seniority while on such approved leave.

ARTICLE XIX

VACATION LEAVE

Section 1. An employee shall receive one (1) week vacation after completion of six (6) months and then an additional week after one (1) year; an employee shall then receive two (2) weeks vacation each year to be earned from anniversary date to anniversary date, but in no case will receive more than two weeks of vacation for the first calendar year.

A. Vacation Schedule:

One (1), but less than seven (7) years of service	Two Weeks (80 Hours)
Seven (7), but less than fifteen (15) years of service	Three Weeks (120 Hours)
Fifteen (15), but less than twenty-five (25) years of service	Four Weeks (160 Hours)
Over twenty-five (25) years of service	Five Weeks (200 Hours)

- B. One weeks vacation may be taken one day at a time, provided request for such time off is given twenty-four (24) hours in advance and seniority will be used to grant such requests keeping in mind the work load needs of the department.

Section 2. Employees on unpaid leave of thirty (30) calendar days or more shall not earn vacation during the period of time on such leave.

Section 3. Requested Time of Vacation: Subject to the requirements of the work, the Employer shall grant individual vacation leave request with respect to time in accordance with seniority, with the following exceptions, (a) The Christmas holiday season as determined by the City, shall be posted by January 31, of the year in which the holiday season occurs. A maximum of five days vacation may be assigned during the Christmas holiday season which begins within two days of the 24th of December. If any employees are not required to take their vacation during this period, they shall be given that choice by virtue of seniority, oldest having first choice and so on to the least senior employee having last choice. Any

work performed during this holiday season, which is under the jurisdiction of the bargaining unit shall be performed by bargaining unit employees. (b) Until an employee reaches twenty-five (25) years of service he shall be restricted to one weeks vacation time between April through September. At the twenty-five year level an additional week may be granted during this period.

Section 4. Holiday During Vacation: When a paid holiday falls within an employee's approved vacation period, he shall be granted one (1) extra paid vacation day for such holiday.

Section 5. No Cash Payment or Carryover: Vacation leave must be taken during the calendar year in which it was granted. An employee cannot receive a cash payment in lieu of vacation nor accumulate vacation time from one year to the next. An employee previously ill or off because of an occupational injury will not lose his vacation time and time can be carried into the new year and will be scheduled as soon as possible.

Section 6. Vacation at Termination: An employee who is laid off or whose employment with the Employer is terminated for any cause shall receive WITH HIS FINAL CHECK, VACATION PAY DUE for the contract year in which he is laid off or terminated on a prorated basis. In the event of the death of an employee who has earned but not used his vacation for the contract year in which death occurred, his beneficiary or estate shall receive an amount equivalent to his earned vacation plus prorated

vacation for the year in which the death occurs. An employee retiring under the retirement plan will be entitled to all vacation for which his service would qualify him during the calendar year in which he retired.

ARTICLE XX

PERSONAL TIME

Section 1. Separate and independent of vacation and sick leave allowances, employees shall receive two (2) days personal time each calendar year commencing with the completion of one (1) year of service. Such time may be utilized by employees for urgent or unforeseen matters requiring their immediate attention. The employee will advise the Employer in advance of the absences. Personal time may be taken in four (4) hour increments.

ARTICLE XXI

SEPARABILITY CLAUSE

Section 1. Should any Article, Section or portion of this Agreement be held unlawful and unenforceable by any court of competent and final jurisdiction, such decision of the court shall apply only to the specific Article, Section or portion involved and shall not invalidate the remaining portions of this Agreement.

ARTICLE XXII

TOOLS

Section 1. The Employer will furnish special tools and protective equipment when these items are required in the work. If any or all of such Employer owned equipment issued to the employee is lost or destroyed through his fault or neglect, he shall pay the Employer for those items.

Section 2. For Carpenters, Electricians, Masons, Mechanics, and Plumbers, only, the Employer will furnish without cost to the employees, all equipment except the basic hand tools, necessary for the performance of their duties. Employees who are furnished tools will be held responsible for them.

Tool replacements will be made in accordance with the following:

Tools lost or stolen due to the employee's carelessness or neglect will be replaced at the employee's expense.

Tools that become broken or worn out will be replaced by the Employer upon presentation of the broken or worn out tools.

ARTICLE XXIII

SUCCESSOR CLAUSE

Section 1. The provisions of this Agreement shall be binding upon the City of Fort Wayne, Indiana, and its successors,

assigns, and/or future assignees; and shall be unaffected by any reorganization, reclassification, merger, or other change in the legal status of the Department of Parks and Recreation of the City of Fort Wayne.

Section 2. The work historically performed by members of the bargaining unit described in this agreement, shall remain in the jurisdiction of the bargaining unit on all property owned and operated by the Department of Parks and Recreation.

ARTICLE XXIV

WITNESSETH

It is agreed by and between the City of Fort Wayne Indiana, and the International Brotherhood of Electrical Workers, Local #723 that the following, including attached supplements, shall constitute and be the entire Agreement between the parties hereto in respect to rates of pay, hours of work and other conditions of employment for and during the term of this Agreement, and neither party shall be required to negotiate with the other during the terms of this Agreement on any negotiable issues or subjects, except as may be herein specifically provided, and all rights and obligations created or incurred under and by virtue of the provisions of this Agreement shall terminate with the termination of this Agreement.

FOR THE CITY OF
FORT WAYNE, INDIANA

Win C. Moses, Jr.
Win C. Moses, Jr., Mayor

James M. Huntine, Sr.
James M. Huntine, Sr., Director
of Personnel/Labor Relations

Connie L. Reed
Connie L. Reed, Associate
Director of Personnel/Labor
Relations

Robert C. Arnold
Robert C. Arnold
Director of Parks & Recreation

Dennis J. Noak
Dennis J. Noak
Supt. of Parks

V. Dean Chandler
V. Dean Chandler, Payroll
Supvr./Personnel Consultant

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS LOCAL #723

Gay Schmidt
Gay Schmidt, Business Manager

Joseph T. Weigel
Joseph T. Weigel

Ralph Roy
Ralph Roy

Richard E. Roach
Richard E. Roach

Tom Baney
Tom Baney

Jerome Knepper
Jerome Knepper

PARKS AND RECREATION DEPARTMENT

1981 WAGE SCHEDULE

JOB TITLE	FIRST 12 MONTHS	OVER 12 MONTHS
Working Leader (Heavy Equipment, Street Tree, Zoo, Garage, Areas Maintenance)	\$6.414	\$7.414
Carpenter	5.750	6.750
Electrician	"	"
Fleet Mechanic	"	"
Heavy Equipment Operator	"	"
High-Ranger Operator	"	"
Landscape Gardener	"	"
Floriculturist	"	"
Mason-Carpenter	"	"
Painter	"	"
Park Person A	"	"
Grounds Maintenance A	"	"
Plumber	"	"
Small Motor Mechanic	"	"
Stockroom Keeper	"	"
Welder	"	"
Zoo Attendant	"	"
Draftsperson	"	"
General Construction	5.555	6.555
Gardener	"	"
Painter B	"	"
Plumber B	"	"
Recreation Stock Person	"	"
Special Equipment Operator (Heavy Equipment - Street, Tree)	"	"
Ball Diamond Person	5.242	6.242
Grounds Maintenance B	"	"
Maintenance Person B	"	"
Park Person C	"	"
Garbage Truck Operator	"	"
Relief Person	"	"
Grounds Equipment Operator	"	"
Gardener Helper	4.968	5.968
Park Helper	"	"
Tree Crew Helper	"	"

PARKS AND RECREATION DEPARTMENT

1982 WAGE SCHEDULE

JOB TITLE	FIRST 12 MONTHS	OVER 12 MONTHS
Working Leader (Heavy Equipment, Street Tree, Zoo, Garage, Areas Maintenance)	\$6.711	\$7.711
Carpenter	6.020	7.020
Electrician	"	"
Fleet Mechanic	"	"
Heavy Equipment Operator	"	"
High-Ranger Operator	"	"
Landscape Gardener	"	"
Floriculturist	"	"
Mason-Carpenter	"	"
Painter	"	"
Park Person A	"	"
Grounds Maintenance A	"	"
Plumber	"	"
Small Motor Mechanic	"	"
Stockroom Keeper	"	"
Welder	"	"
Zoo Attendant	"	"
Draftsperson	"	"
General Construction	5.817	6.817
Gardener	"	"
Painter B	"	"
Plumber B	"	"
Recreation Stock Person	"	"
Special Equipment Operator (Heavy Equipment - Street, Tree)	"	"
Ball Diamond Person	5.492	6.492
Grounds Maintenance B	"	"
Maintenance Person ■	"	"
Park Person C	"	"
Garbage Truck Operator	"	"
Relief Person	"	"
Grounds Equipment Operator	"	"
Gardener Helper	5.207	6.207
Park Helper	"	"
Tree Crew Helper	"	"

PARKS AND RECREATION DEPARTMENT

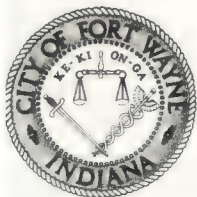
1983 WAGE SCHEDULE

JOB TITLE	FIRST 12 MONTHS	OVER 12 MONTHS
Working Leader (Heavy Equipment, Street Tree, Zoo, Garage, Areas Maintenance)	6.921	7.921
Carpenter	6.23	7.23
Electrician	" "	" "
Fleet Mechanic	" "	" "
Heavy Equipment Operator	" "	" "
High-Ranger Operator	" "	" "
Landscape Gardener	" "	" "
Floriculturist	" "	" "
Mason-Carpenter	" "	" "
Painter	" "	" "
Park Person A	" "	" "
Grounds Maintenance A	" "	" "
Plumber	" "	" "
Small Motor Mechanic	" "	" "
Stockroom Keeper	" "	" "
Welder	" "	" "
Zoo Attendant	" "	" "
Draftsperson	" "	" "
General Construction	6.027	7.027
Gardener	" "	" "
Painter B	" "	" "
Plumber B	" "	" "
Recreation Stock Person	" "	" "
Special Equipment Operator (Heavy Equipment - Street, Tree)	" "	" "
Ball Diamond Person	5.702	6.702
Grounds Maintenance B	" "	" "
Maintenance Person B	" "	" "
Park Person C	" "	" "
Garbage Truck Operator	" "	" "
Relief Person	" "	" "
Grounds Equipment Operator	" "	" "
Gardener Helper	5.417	6.417
Park Helper	" "	" "
Tree Crew Helper	" "	" "

PARKS AND RECREATION DEPARTMENT

1984 WAGE SCHEDULE

JOB TITLE	FIRST 12 MONTHS	OVER 12 MONTHS
Working Leader (Heavy Equipment, Street Tree, Zoo, Garage, Areas Maintenance)	7.267	8.317
Carpenter	6.542	7.592
Electrician	" "	" "
Fleet Mechanic	" "	" "
Heavy Equipment Operator	" "	" "
High-Ranger Operator	" "	" "
Landscape Gardener	" "	" "
Floriculturist	" "	" "
Mason-Carpenter	" "	" "
Painter	" "	" "
Park Person A	" "	" "
Grounds Maintenance A	" "	" "
Plumber	" "	" "
Small Motor Mechanic	" "	" "
Stockroom Keeper	" "	" "
Welder	" "	" "
Zoo Attendant	" "	" "
Draftsperson	" "	" "
General Construction	6.328	7.378
Gardener	" "	" "
Painter B	" "	" "
Plumber B	" "	" "
Recreation Stock Person	" "	" "
Special Equipment Operator (Heavy Equipment - Street, Tree)	" "	" "
Ball Diamond Person	5.987	7.037
Grounds Maintenance B	" "	" "
Maintenance Person B	" "	" "
Park Person C	" "	" "
Garbage Truck Operator	" "	" "
Relief Person	" "	" "
Grounds Equipment Operator	" "	" "
Gardener Helper	5.688	6.738
Park Helper	" "	" "
Tree Crew Helper	" "	" "



The City of Fort Wayne

ADDENDUM TO AGREEMENT OF

October 1, 1982 through September 30, 1984

between the CITY OF FORT WAYNE, INDIANA and

The INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

LOCAL NO. 723

The City of Fort Wayne, Indiana, hereinafter referred to as the Employer, and the International Brotherhood of Electrical Workers Local No. 723, hereinafter referred to as the Union, enter into this Agreement on May 9, 1985.

This Addendum shall be in full force and effect from January 1, 1985 through December 31, 1986. Thereafter the Agreement shall automatically renew itself for periods of one (1) year, dating to and from the anniversary of the day upon which it might first have been terminated, unless either party gives the other party not less than sixty (60) days notice by certified mail before any termination date of its intention to change, alter, modify, or cancel this Agreement.

Exceptions and modifications to the Agreement of October 1, 1981 through September 30, 1984 are as follows:

Management shall have the right to take any and all actions incidental to the conduct of its business, except as specifically limited by the provisions of the collective bargaining agreement. All other provisions not in conflict with management's rights shall prevail.

The Parks and Recreation Department shall have the unlimited right to subcontract work. The Parks and Recreation Department shall have the right to make work assignments.

Members of the bargaining unit will receive a thirty-seven cents (37¢) per hour wage increase, effective on January 1, 1985. Either party may request a wage reopener no later than October 1, 1985 for the purpose of negotiating a wage increase for the second year of this Agreement.

During the term of this Addendum, the bargaining unit will not be reduced below the present level of eighty-nine (89) regular full-time employees. In addition, one (1) regular full-time employee will be hired within sixty (60) days of the date of ratification of this Addendum. The employment of these employees will be subject to applicable provisions of the current Agreement. All regular employees will be guaranteed forty (40) hours work per week, subject also to paid time off provisions of the current Agreement.

An Equal Opportunity Employer

One Main Street, Fort Wayne, Indiana 46802

Addendum to City/IBEW Agreement
May 9, 1984

Page 2 of 2

Seasonal employees will be excluded from Union membership during the term of this Addendum to Agreement and will not replace any regular employee during this term.

A Quality of Worklife program will be presented to the Parks and Recreation Department management and Union representatives on May 10, 1985. The Director of the Parks and Recreation Department and the Union's Business Manager will meet within fifty (50) days following the presentation for the purpose of attempting to implement a Quality of Worklife program in the Parks and Recreation Department.

Noble Schlatter and Gay Schmidt will meet to establish the proper wage rate for Linda Martin within fourteen (14) days of the ratification of this Addendum.

The Employer will forward all funds not deducted during negotiations by making a deduction at the end of the next regularly scheduled pay period.

Members of the Bargaining Committee will be made whole with respect to the restoration of vacation, personal days, or comp time used to negotiate this Addendum to the Agreement or in the conduct of Union business during work time.

FOR THE CITY:

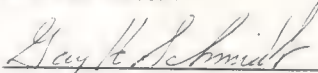
Win Moses, Jr., Mayor

Cletus R. Edmonds, Director of
Labor Relations

Robert C. Arnold, Director of
Parks and Recreation

Ivan A. Lebamoff, Chairman,
Board of Park Commissioners

FOR THE UNION:


Gay H. Schmidt, Business Manager

I.B.E.W. #723

1985 Wage Schedule
(Parks & Recreation Department)

JOB TITLE	First 12 Months	Over 12 Months
Working Leader (Heavy Equipment, Street Tree, Zoo, Garage, Areas Maintenance)	\$7.637	\$8.687
Carpenter	\$6.912	\$7.962
Electrician	"	"
Fleet Mechanic	"	"
Heavy Equipment Operator	"	"
High-Ranger Operator	"	"
Landscape Gardener	"	"
Floriculturist	"	"
Mason-Carpenter	"	"
Painter	"	"
Park Person A	"	"
Grounds Maintenance A	"	"
Plumber	"	"
Small Motor Mechanic	"	"
Stockroom Keeper	"	"
Welder	"	"
Zoo Attendant	"	"
Draftsperson	"	"
General Construction	\$6.698	\$7.748
Gardener	"	"
Painter B	"	"
Plumber B	"	"
Recreation Stock Person	"	"
Special Equipment Operator (Heavy Equipment-Street, Tree)	"	"
Ball Diamond Person	\$6.357	\$7.407
Grounds Maintenance B	"	"
Maintenance Person B	"	"
Park Person C	"	"
Garbage Truck Operator	"	"
Relief Person	"	"
Grounds Equipment Operator	"	"
Recreational Leader "A"	\$6.058	\$7.108
Gardener Helper	"	"
Park Helper	"	"
Tree Crew Helper	"	"



The City of Fort Wayne

LETTER OF AGREEMENT between
THE CITY OF FORT WAYNE and
THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL 723

1986 Wage Increase for Park Department Employees

On June 23, 1986, the City of Fort Wayne (hereinafter referred to as the City) and the International Brotherhood of Electrical Workers Local 723 (hereinafter referred to as the Union) agreed to the following terms and conditions relative to a 1986 wage increase for Union employees:

1. Effective June 30, 1986, Union employees will receive forty cents (\$.40) per hour wage increase.
2. Union employees will receive a one-time-only one hundred dollar (\$100.00) payment.

FOR THE CITY:

Cletus R. Edmonds

Cletus R. Edmonds
Director of Labor Relations

FOR THE UNION:

Gay H. Schmidt

Gay H. Schmidt
Business Agent

I.B.E.W. #723
1986 Wage Schedule
Parks & Recreation Department

Job Title	First 12 Months	Over 12 Months
Working Leader (Heavy Equipment, Street Tree, Zoo, Garage, Areas Maintenance)	\$8.037	\$9.087
Carpenter	7.312	8.362
Draftsperson	"	"
Electrician	"	"
Fleet Mechanic	"	"
Floriculturist	"	"
Grounds Maintenance A	"	"
Heavy Equipment Operator	"	"
High-Ranger Operator	"	"
Landscape Gardener	"	"
Mason-Carpenter	"	"
Painter	"	"
Park Person A	"	"
Plumber	"	"
Small Motor Mechanic	"	"
Stockroom Helper	"	"
Welder	"	"
Zoo Attendant	"	"
General Construction	\$7.098	\$8.148
Gardener	"	"
Painter B	"	"
Plumber B	"	"
Recreation Stock Person	"	"
Special Equipment Operator (Heavy Equipment-Street, Tree)	"	"
Ball Diamond Person	\$6.757	\$7.807
Garbage Truck Operator	"	"
Grounds Equipment Operator	"	"
Grounds Maintenance B	"	"
Maintenance Person B	"	"
Park Person C	"	"
Recreation Leader A, Sr. Ctr.	"	"
Relief Person	"	"
Gardener Helper	\$6.458	\$7.508
Park Helper	"	"
Tree Crew Helper	"	"



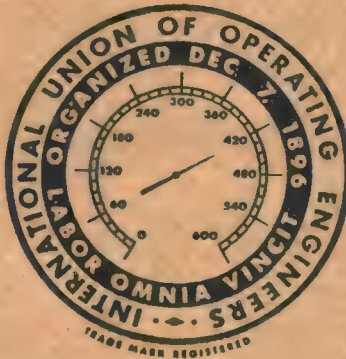
AGREEMENT

BETWEEN



CITY OF FORT WAYNE, INDIANA

and



**INTERNATIONAL UNION
of
OPERATING ENGINEERS
LOCAL UNION NO. 19**



AGREEMENT
BETWEEN
CITY OF FORT WAYNE, INDIANA
and
INTERNATIONAL
UNION OF OPERATING ENGINEERS
LOCAL #19
AFL/CIO
1986 thru 1988

INDEX

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
Preamble		1
<u>ARTICLE I</u>	Period of Agreement	1
Section 1	Working Agreement	1
Section 2	Wage Schedules	2
<u>ARTICLE II</u>	Recognition	3
Section 1	Management Rights & Responsibilities	3
Section 2	Recognition	5
Section 3	Agency Shop	6
Section 4	Dues Checkoff	7
Section 5	Union Cooperation	8
<u>ARTICLE III</u>	Non-Discrimination	11
<u>ARTICLE IV</u>	Grievance and Arbitration Procedure	11
Section 1	Procedure - Grievance Complaint	11
Section 2	Extension of Time Limits	15
Section 3	Union Officials	15
<u>ARTICLE V</u>	Regulations and Working Conditions	16
Section 1	New Employees	16
Section 2	Seniority	17
Section 3	Layoffs	18
Section 4	Discharge	20
Section 5	Promotions	21
Section 6	Sick and Accident Leaves	23
Section 7	Notification of Absence	28
Section 8	Examinations	29
Section 9	Leaves of Absence	29
Section 10	Leaves for Union Business	31
Section 11	Funeral Leave	32
Section 12	Jury Leave	33
Section 13	Military Leave	33
Section 14	Transfers	34
Section 15	Vacations	35
Section 16	Legal Holidays	39
Section 17	Premium Pay Overtime	40
Section 18	Safety Practices	43

Section 19	Retirement	44
Section 20	Insurance Coverage	46
Section 21	Personal Time	48
Section 22	Registration	49
Section 23	Separability and Savings	49

ADDENDUM A

Filtration Plant	Regulations and Working Conditions	1
Section 1	Working Schedules	1
Section 2	Special Premium Overtime Provisions	3
Section 3	Wage Schedules	4
Schedule A	(Wages)	5

ADDENDUM B

Water Pollution		
Control Plant	Regulations and Working Conditions	6
Section 1	Working Schedules	6
Section 2	Special Premium Overtime Provisions	8
Section 3	Wage Schedules	9
Schedule A	(Wages)	10

ADDENDUM C

Street		
Department	Working Conditions	11
Section 1	Working Schedules and Overtime Provisions	11
Section 2	Inclement Weather	12
Section 3	Wage and Classification Schedules	14
Schedule A	(Wages)	15

Preamble

This Agreement is made and entered into by and between the City of Fort Wayne, Indiana, hereinafter referred to as the Employer, and Local #19 of the International Union of Operating Engineers, AFL-CIO, hereinafter called the Union, and covers all employees of the Street Department, Water Filtration Plant and the Water Pollution Control Plant whose work is done and covered under job classifications listed in Addenda A, B, and C hereto. Furthermore, whenever the male gender is used in this Agreement, it shall include the female gender where applicable.

Witnesseth: To facilitate the peaceful adjustment of differences that may arise from time to time and to promote harmony and efficiency to the end that the City, the Union, and the general public may mutually benefit, the parties hereto have agreed together as follows:

Article I

Period of Agreement

Section 1. Working Agreement

- (a) This agreement shall take effect at the conclusion of satisfactory negotiations, but not before the 1st of January, 1986, and shall continue in force and effect through the 31st day of December, 1988, and from year to year thereafter, unless it is cancelled or amended.
- (b) Notice of cancellation or requests for amendments shall be submitted no later than October 1, 1988,

or October 1 of any subsequent year. If amendments are desired, the contents of the amendments shall accompany the notice. If agreement has not been reached on or before November 30, 1988, or November 30 of any subsequent year and if either party considers the negotiations to date to be unsatisfactory, then either party shall have the prerogative of issuing a thirtyday cancellation notice to be effective on January 1, 1989, or on the anniversary date of any subsequent year. During this notice period, both parties agree to continue negotiations in an effort to reach a settlement.

- (c) Changes in the working agreement agreeable to both parties may be made at any time.

Section 2. Wage Schedules

- (a) The wage and salary rates set out in Schedules A shall take effect at the conclusion of satisfactory negotiations, but not before the 1st day of January, 1986 and shall continue in force and effect through December 31, 1986. Either party may request a wage reopener no later than October 1, 1986, and/or October 1, 1987. Should such request be made and should negotiations produce wage schedules other than as set forth in Schedules A of this Agreement, the

effective date of such adjustment shall be January 1, 1987, or the first day of the payroll period during which a settlement is reached, whichever is later. Such subsequent wage schedules shall remain in effect through December 31, 1987, or until the first day of the payroll during which a settlement is reached, whichever is later.

- (b) Changes in the wage schedules agreeable to both parties can be made at any time. Such requests will be made in writing by the Union and will be answered in sixty (60) calendar days by the City. If changes are made by the City, the Union will be informed of such changes within five (5) working days.

Article II

Recognition

Section 1. Management Rights and Responsibilities

- (a) Except as otherwise provided in this Agreement, the City in the exercise of its functions of management, shall have the right to decide the policies, methods, fair work and safety rules, direction of employees, assignment of work, equipment to be used in the operation of the City's business, the right to hire, discharge, suspend, discipline, promote, demote, assign and transfer

employees and to release such employees because of lack of work or for other proper or legitimate reasons. The enumeration of the above management prerogatives shall not be deemed to exclude other prerogatives not enumerated which management may now have. The exercise of these rights by management shall not be used for the purpose of discrimination or injustice against members of the Union, recognizing that all employees are to be treated with fairness and justice. The employer agrees that in exercising the rights herein, nothing shall be construed, or applied in any manner which negates, modifies, or supersedes the right of employees, or the Union where such rights are expressly set forth in this agreement.

(b) Whenever decisions on discharging, suspending, disciplining, demoting, and laying off covered employees are contemplated by the City, the Union shall be advised of the reasons therefore and shall be given an opportunity to express its point of view.

(c) The Union recognizes that the employer reserves the right to establish rules and/or change existing rules affecting working conditions. The Union will be informed of the rules affecting working conditions within the month of the change if possible, but no later than the following month of the change.

- (d) The City agrees not to interfere with the rights of its employees to become members of the Union and shall not discriminate against any employee because of membership or official position in or lawful activities on behalf of the Union, and within the bargaining unit without fear of reprisal, intimidation, coercion, harassment, or discrimination for so serving.
- In this regard, complaints filed by the Union which alleges violations of this section, shall be immediately and impartially investigated by a representative of the Labor Relations Department. If needed the employer will take necessary corrective action.

Section 2. Recognition

- (a) The City recognizes the Union as the exclusive bargaining agent for its employees within the bargaining unit as listed in Addend A, concerning their hours, wages and other conditions of employment.
- (b) Authorized agents of the Union shall have access to the City's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collecting dues and ascertaining the Agreement is being adhered to,

- provided, however, that there is no interruption of the City's working schedule. If the City requests it, the agents of the Union shall notify the employer of its presence on the premises.
- (c) Should a dispute arise between the Union and any other union relating to jurisdiction over employees, or operations covered by this Agreement, the dispute shall be resolved by the Personnel/Labor Relations Director and appropriate representative or tribunals of the unions covered.

Section 3. Agency Shop

- (a) Beginning January 1, 1968, as a condition of continued employment, all employees whose job classifications are covered by this Agreement and who elect not to become members of the Union shall pay to the Union directly or through payroll deductions, an amount of money equal to the regular monthly dues and fees in effect for other employees in the bargaining unit who are members of the Union. Each employee who enters the bargaining unit shall begin such payments in the month in which he completes his first three months of service.
- (b) If an employee fails to comply with the foregoing provisions, the Union shall advise him by certified letter (with a copy to the Personnel/ Labor Relations Director) that, if he does not pay or

arrange to pay his arrears within seven calendar days after receiving the letter, the Union will request the City to terminate his employment. If the employee has not complied by the end of the period, the Union shall notify the Personnel/Labor Relations Director, who shall give the employee a further seven day notice. If the employee has still not complied at the end of that period, he shall be removed from employment with the City, losing all seniority rights and other rights and benefits established by this Agreement.

- (c) The Union agrees to indemnify and hold the City harmless from any and all claims or rights of action which may be hereafter asserted by any person now or hereafter employed by the City and which arise out of the inclusion or enforcement of the provisions of this agency shop section.

Section 4. Dues Checkoff

- (a) With proper authorizations, including voluntary written wage assignments from employees who are covered by this Agreement and who are members of the Union, the City shall deduct each month from the earnings of each of said employees an agreed upon amount representing his current regular monthly union dues and shall remit such monies together with the appropriate records to the proper Union official. Any individual wage assign-

ment may be revoked by the employee by giving proper written notice to the City. In the event of an overcharge already remitted to the Union, it shall be the responsibility of the Union alone to adjust the matter with the employee overcharged. In the event of an undercharge the City shall make the necessary additional deductions in the next succeeding month or months. In any case, the City's responsibility shall not go beyond exercising normal and usual care in carrying out its obligations under this paragraph; the Union will protect the City from any and all further liabilities and claims which may arise under this paragraph.

- (b) Any concerted action on the part of the Union, such as strike and slow downs, will result in the Union Dues Checkoff being suspended for one (1) year starting from the day of such strike or slow down.
- (c) Slow down defined as in activities which interfere with the City's normal operations and would be determined by a third party agreeable by both parties.

Section 5. Union Cooperation

- (a) Employees covered by this Agreement will individually and collectively perform loyal and efficient work and service, will use their influence

and best efforts to protect the property of the City and its service to the public and will cooperate in promoting and advancing the City's program and the protection of its service to the public at all times.

(b) The Union recognizes that employees, in accepting work with the City, accept responsibility for responding to the needs of emergency call-ins for snow storms, disaster situations and similar emergencies.

(c) The Union agrees that in no event whatsoever will any of the employees covered by this Agreement be permitted to cease or refuse the continuous performance of their duties in order to coerce the City in a dispute. If nonetheless, any of the employees covered herein do cease or refuse work of their own volition, the City will be free to replace such employees and to obtain competent services to continue its normal operations.

(d) The City agrees not to prevent the continuous performance by the employees of duties required in the normal and usual operation of the various department's covered herein. This shall not be interpreted to restrain the City from awarding contracts for work covered by this Agreement when, in the judgment of its Management, greater efficiency or economy would result. However, if it is decided to contract out any type of work covered

by this Agreement, it is agreed that no employee having one year or more of seniority will be laid off.

- (e) The City will discharge an employee covered by this Agreement for grave offenses such as proven dishonesty, as in being convicted for a felony in a court of law, stealing, sabotage, the use of intoxicating substances during working hours or break periods, or any meals when the employee is returning to work after the meal during a regularly scheduled work shift. Alcoholic beverages or intoxicating substances shall not be brought on City property (including city vehicles) at any time. The Union understands and reaffirms the established City rule listed above and that violation shall be cause for immediate dismissal. If an employee reports in to work under the influence of alcoholic beverages or intoxicating substances and is unable to perform his duties and/or constitutes a safety danger to himself or other employees because of this condition, the employee shall be sent home without pay.

Article III

Non-Discrimination

The parties agree that there shall be no discrimination in employment opportunities because of being a veteran of the Vietnam era, or because of race, color, creed, sex, national origin, age, or occupationally irrelevant physical handicaps as provided in Title VII of the 1964 Civil Rights Act, and the Age Discrimination in Employment Act of 1979. This Agreement applies to all existing employees and all applicants for employment with respect to: hiring, placement, upgrading, transfers or demotion, recruitment, advertising, solicitation of employment, treatment during employment, rates of pay or other forms of compensation, selection for training including apprenticeship, layoff, or termination.

Article IV

Grievance and Arbitration Procedure

Section 1. Procedure, - Grievance, Complaint

- (a) The City and the Union recognize that, from time to time, grievances, disputes, and complaints may arise over matters within the scope of this Agreement. Therefore, whenever the Union or any employee covered by this Agreement feels that the City has acted erroneously or improperly in interpreting and applying any of the provisions of this

Agreement, then the Union or the employee may file a grievance. Any employee with a grievance will be notified of each of the three steps and shall be requested to attend each step of the grievance process. A grievance is further defined as a violation, or a claimed violation, of one or more of the clauses of this Agreement. Any complaint that this Agreement has been violated must cite the section allegedly violated, the way in which it was violated, and redress sought. If an alleged violation cannot be shown to be in violation of a clause in this Agreement, no grievance shall be deemed to exist and the matter in discussion shall be considered as having been resolved. The subject matter of, and the redress sought in the original written grievance, may not be altered in subsequent steps of the grievance procedure. The grievance shall be processed during regular working hours in the manner hereinafter set forth:

(b)

Step One - An employee who feels he has a complaint concerning an alleged violation of any of the provisions of the Agreement shall personally discuss the complaint with his foreman or supervisor. The complaint must be presented within ten (10) working days from the date of the alleged violation. During such discussion the employee may at any time request that his Union representative be brought into the discussion. The department head may also participate at the discretion of the foreman or supervisor. As soon as

possible after the discussion, and in no event more than three (3) working days later, the foreman or supervisor will give his verbal answer to the employee and steward.

- (c) Step Two - If the complaint has not been satisfactorily settled in Step One, the complaint may be reduced to writing and may be advanced to Step Two within five (5) working days from receipt of the answer in Step One. The Union representative shall discuss the grievance with the Department Head. The Department Head will render his decision in writing within five (5) working days after conclusion of this meeting.

- (d) Step Three - If the grievance has not been satisfactorily settled in Step Two, the appeal to Step Three may be made within five (5) working days from the receipt of the Step Two answer. The Union representative shall discuss the grievance with the Personnel/Labor Relations Director or his designated representative within ten (10) working days after appeal to this step. If the above procedure has been followed and the parties are still unable to settle the grievance, the Union shall within thirty (30) days following receipt of the employer's third step answer, notify the employer of the union's intent to arbitrate the dispute.

(e)

Step Four - Arbitration - Upon receipt of the written notice by one party from the other, the parties will request from the Federal Mediation and Conciliation Service a panel of seven (7) impartial arbitrators. Upon receipt of such a panel, the parties shall mutually agree which party shall strike the first name from the list provided. The remaining names after the first strike shall be eliminated by striking on an alternate basis. The arbitrator whose name remains shall be deemed to be the arbitrator selected by mutual agreement of the parties. The expenses and fees of the arbitrator shall be borne equally by the City and the Union. The arbitrator shall make a decision based upon the evidence which is submitted at the hearing. Each party shall bear its own costs for its preparation, attendance of its own representatives at the hearing including all witnesses, exhibits or any other matter which is the desire of the given party to bring to the attention of the arbitrator. The function of the arbitrator shall be of a judicial and not a legislative nature. He shall not have the authority to add to, ignore or modify any of the terms and conditions of this Agreement. Any decision rendered by the arbitrator must be in writing. His opinion must cite the Article and Section of the agreement on which he has based his decision. The decision of the arbitrator shall be

final and binding on both parties. In the event the arbitrator rules in favor of the aggrieved party, he may not order redress greater than that sought in the grievance or provided as a maximum in the grievance procedure. Any back pay ordered shall be less any earnings and employment compensation received by any employee from any source during the period of the back pay award.

Section 2. Extension of Time Limits

In any of the foregoing steps, the time allowed for discussion, adjustment, or appeal to the next step may be extended by mutual agreement. Failure of the union or of employees to process the grievance to the next step within the time limit shall constitute a basis for the employer denying the grievance.

Section 3. Union Officials

The City recognizes the right of the Union to designate job stewards, alternates, and committee persons. The authority of union officials so designated by the Union shall be limited to and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of this Agreement.

2. The collection of delinquent dues, initiation fees and uniform assessments when authorized by appropriate Union action.

3. The transmittal of such information and messages which shall originate with and are authorized by the Union or its Officers, provided such information and messages have been reduced to writing, or, if not reduced to writing, are of a routine nature and do not involve work stoppages, slow downs, refusal to handle goods or any other interference with the City's business.

4. The orderly collective bargaining with management relative to all matters such as renegotiating agreements and all matters contained in present agreement.

Article V

Regulations and Working Conditions

See: Addendum A for Filtration Plant
Addendum B for Water Pollution Control Plant
Addendum C for Street Department
Reference working hours.

Section 1. New Employees

(a) A new employee shall be termed a probationary employee for a period of ninety days, during which time the City can release such employee at its sole discretion without giving rise to a grievance.

- (b) Upon completion of the above probationary period, the employee shall be placed on the seniority list as a regular employee and immediately credited with the seniority which accumulated during this probationary period.

Section 2. Seniority

- (a) Seniority, as used in this Agreement, shall mean length of service in work covered by this Agreement, except as otherwise provided herein, and shall be measured from the first day of employment. If more than one employee has the same hiring date, order of seniority shall be determined by the last four (4) digits of the employee's social security number, that is, the employee with the lowest number shall have preference.

- (b) The seniority of an employee shall terminate under any of the following conditions:
1. When employee is laid off for a period of more than two years.
 2. When a laid-off employee fails to give notice of his intentions to return to work within forty-eight hours after the City has sent to his last known address a certified letter requesting his return. A copy of such letter shall be sent to the Business agent of the Union.

3. When employee gives such notice but fails to return to work within one week after the aforesaid letter has been sent to him.
4. When employee resigns his employment with the City.
5. When employee is discharged for just cause.
6. When employee violates the conditions of a leave of absence.
7. When employee is pensioned by the City.
8. When employee is absent more than three (3) days without reporting his absence to his supervisor or the department office, unless unusual circumstances make it impossible to give such notice.

Section 3. Layoffs

- (a) Employees laid off in any job because of lack of work shall be laid off in the reverse order of their seniority in the department. The employee so affected shall be entitled to jobs in any classification in which they have the necessary qualifications and seniority as determined by the City after discussion with the Union. In laying off from any classification, seniority shall determine the employees to remain.

- (b) In the event of any job eliminations or layoffs, the City guarantees that the Union and affected employees will be notified five (5) working days in advance of such action. Any bumping shall be implemented within the five (5) working days advance notice.
- (c) The City agrees that stewards and one business manager shall have super seniority as far as layoffs are concerned. All stewards and the business manager shall be the last employees laid off if there ever comes a time when we need a reduction of the work force in the City. This is based on the steward and business manager being qualified to do one of the remaining jobs at the time of the layoff, and the steward and business manager must be duly elected under the bylaws and constitution of the International Union of Operating Engineers.
- (d) An employee transferred to another job classification in accordance with the terms of this section shall receive the rate range for the job classification to which he is transferred according to wage schedules as listed in Addendums.
- (e) When adding to the forces, those most recently laid off, within a period of two years, shall be the first to be reemployed, if available and qualified, provided they are physically able to do the work.

- (f) All time off during any one calendar year in excess of thirty (30) days for layoffs or leave of absence respectively shall be deducted in computing years of service.

Section 4. Discharge

- (a) The City shall not discharge any employee covered by this Agreement without just cause. Before any discharge is in order, the City must have given the employee at least one written warning notice with copies forwarded to the Union and the Personnel Administrator. Each warning notice shall remain in effect for a period of one year, after which said written warning shall be removed from employees personnel file.

- (b) However, such warning notice shall not be necessary when the discharge is for grave offenses such as proven dishonesty or violation of the City's rules covering the use of intoxicating substances or liquors, which rules:

1. Prohibit consumption of alcoholic beverages or intoxicating substances, during working hours, at break periods, or at any meals when the employee is returning to work after the meal during a regularly scheduled work shift.
2. Prohibit bringing intoxicating liquors or substances on the City's premises or carrying them in the City's vehicles.

- (c) Copies of all disciplinary actions shall be furnished by the department head to the union and to

the Personnel Department as soon as possible after the action is taken.

Section 5. Promotions

- (a) Promotions to jobs covered by this Agreement shall be made so that the most senior qualified person is promoted.
- (b) When a vacancy occurs, as determined by management, in a job classification covered by this Agreement, the City shall, within fifteen (15) days either inform the Union that the vacancy is not to be filled or shall post an invitation for bids on the vacancy, describing the duties, skills and qualifications required and the wage rate to be paid. When an additional position in a job classification covered by this Agreement is to be filled, a notice shall be similarly posted. Responsibility for notifying the employees who are absent on vacation or sick leave and who are eligible to bid on a posted job shall be assumed jointly by the City and the Union. Any job not covered by the Agreement must be established by mutual agreement prior to posting.
- (c) Each such notice shall remain posted for five working days, all bids must be submitted before the end of the posting period. The selection made from among those bidding shall be posted within one calendar week following the close of the post-

ing period. A qualified senior employee unable to submit a bid or to assume a position due to absence on vacation or other leave, who has not been notified of the vacancy shall have the right, on return, to exercise seniority in bumping a successful bidder with less seniority. He must exercise this right within five (5) working days after his return. Notification by management shall be a registered letter to the absent employee at his last known address.

- (d) The Department Head will discuss with the Union the qualifications of those employees bidding on the vacancy. If an employee with greater seniority who has bid for the vacancy is bypassed in filling any such vacancy, and does not receive the requested transfer, the employee shall upon request, be informed of the reasons therefore. If the City judges that there were no qualified bidders, it shall so inform the Union and those who bid for the job. In filling any such vacancy, the employee shall be temporarily transferred to the vacancy for a period of thirty (30) days, after which he shall receive the permanent classification or be returned to his original classification. If the employee is returned, the City will determine whether or not the job will be rebid, and will notify the Union.

(e) Any employee promoted under the provisions of this section shall be allowed two (2) successful bids per 12-month period and shall not bid again except for reasons of health or other reasons acceptable to the City.

(f) When the Department Head is of the opinion that there are no qualified bidders, he shall so inform the Union Steward and those bidding for the job.

Section 6. Sick and Accident Leaves

(a) Beginning with hire date, a regular employee shall accrue paid sick and personal accident leave at the rate of two and thirty-one hundredths (2.31) hours per week of full employment. The meaning of full employment for sick accrual shall mean, beside all time worked, any time off such as vacation, holidays, etc. and any approved time off such as doctor's appointments, being late for good and sufficient reasons as snow storms, etc. In no instances will sick time be accrued for leaves of absence, layoff, disciplinary layoff, or time off not approved by the City. Employees shall accrue sick time as long as they are in a pay status. Sick pay will not be granted until completion of the 90-day probationary period. Sick leave shall be cumulative and carried over from year to year with no maximum limit of accumulation.

- (b) If a regular, hourly rated employee is absent from work because of being disabled for more than one (1) of his consecutive scheduled working days, then beginning with the 1st day of absence from work, the employee shall be entitled to sick leave allowances, payable for the duration of that disability or until his sick leave credit is exhausted. Any employee who reports for work as scheduled and is sent home because of illness while at work shall be entitled to sick leave allowances for the remainder of the shift until his sick leave is exhausted.
- (c) When sick and accident leave allowances are being paid to an employee as a result of an on-the-job injury, any daily or weekly benefits paid him under the Worker's Compensation Act shall be made over by him to the City. If a third party is judged liable or accepts liability for such injury and makes a settlement with the employee for time lost, the amount of such settlement, up to the amount actually paid to the employee by the City shall also be remitted to the City. If the absence from work of such employee continues beyond the sixty working days provided in paragraph (1) so that any further allowances paid by the City are charged to the employee's accrued sick leave, then the hours equivalent to any benefits received for such additional period from

- Worker's Compensation and/or a third party shall be restored to his accrued sick leave upon remitting such monies to the City. Any benefits paid the employee under a personally financed insurance policy and any third party benefits paid for an injury not connected with the employee's job shall be exempt from the foregoing provisions.
- (d) If an employee retires, any sick leave credit to which he may be entitled shall terminate on the day preceding the day on which he retires.
- (e) If an employee becomes ill or is injured while on vacation, the scheduled vacation time shall be counted as vacation; if the disability continues beyond the scheduled time of vacation, the sick leave allowances (if any) shall begin on the first consecutive scheduled working day after the end of the scheduled vacation.
- (f) If an employee is laid off, any sick leave allowances to which he may be entitled shall terminate upon the effective date of the layoff if the employee is notified of the layoff prior to the beginning of the disability. If the notice of layoff is given after the employee becomes disabled, the employee shall be entitled to sick leave allowances for the duration of that disability.
- (g) In the event an employee has been granted a leave of absence of more than thirty calendar days and

then becomes disabled before the effective date of the leave, the employee will be afforded the opportunity to cancel the leave. If any employee becomes disabled while on any such leave of absence, he shall not be entitled to any sick leave allowances for that disability.

(h) To be entitled to any sick and accident leave allowances hereunder, the employee with respect to each disability shall:

1. Be a regular employee.
2. Have sick leave credit when he becomes disabled.
3. Have reported the cause of his absence before the end of the first scheduled working day of absence.
4. Promptly present a physician's certification that he is disabled, if requested by the City.
5. Promptly adopt such remedial measures as may be commensurate with this disability and permit such reasonable examination and inquiries by the City's medical representatives, as, in the City's judgment, may be necessary to ascertain employee's condition.

(i) An employee on sick leave shall notify his supervisor as far in advance as possible of the day on which he intends to return to work. If he returns

without so notifying the supervisor and if such return would result in extra costs and inconvenience due to rescheduling work, the employee may be sent home without pay for that day.

(j) Employees claiming absences charged to sick leave shall have the responsibility to furnish reasonable explanation of any paid absence to the Employer. In addition thereto, where there is evidence of a pattern of sick leave abuse the Employer shall have the right to require a medical certificate for any absence claimed as sick leave until such time as the pattern of abuse no longer exists.

(k) No paid sick leave shall be allowed for illness or injury caused by willful violence or as a consequence of working for compensation outside the City.

(l) If the disability of a regular employee is caused by injury occurring in the course of employment with the City, the employee shall be paid from the first regularly scheduled working day of such absence and the first sixty scheduled working days of absence shall not be deducted from employee's accumulated sick and accident leave.

(m) Any overpayment of sick and accident leave allowances because of an error or mistake in determining eligibility or a later discovery of relevant material facts, such as the applicability of any

of the exclusions set out in paragraph (k), shall be deemed an advance to the employee and the amount thereof, upon discovery of such overpayment, shall be immediately due and payable by the employee to the City. In like manner, any sick and accident leave allowances for an on-the-job injury and/or from a third party as set out in paragraph (c) above shall be deemed an advance and the amount thereof shall be due and payable by the employee to the City upon his receipt of such other payments.

- (n) Any claim for paid sick or accident leave shall be for legitimate personal illness or injury only. If an employee makes a false claim or otherwise abuses the privileges herein established, he shall be subject to a one week layoff for the first offense and discharge for any subsequent offense.

Section 7. Notification of Absence

- (a) When reasons beyond employee's control (such as emergency, medical or other critical or serious circumstances) cause an employee to anticipate being late or absent he shall give notice to his supervisor prior to the starting time of the shift on which he works, in order to be eligible for sickness and accident benefits.
- (b) If employee does not have just cause for failing to give notice, he shall be subject to disciplin-

ary action, including discharge for the most severe cases.

Section 8. Examinations

- (a) Physical, mental, or other examinations required or requested by the City or by another governmental body shall be promptly complied with by all employees; the City shall pay for all such examinations and the employee shall suffer no loss of pay for complying during regularly scheduled work hours. It shall not pay for any time spent by the applicants for jobs.
- (b) The City reserves the right to select its own medical examiner or physician; however, the Union may if it believes injustice has been done an employee, have said employee re-examined at the Union's expense.

Section 9. Leaves of Absence

- (a) With the written approval of the Department Head, a maximum of thirty calendar days leave of absence in each calendar year may be granted to an employee for reasons other than illness and recuperation therefrom, provided the employee can be spared from duty. Such leave may be extended to six months with the written approval of the Personnel/ Labor Relations Director of the City. Subsequent extensions may be granted by approval

of the Personnel/Labor Relations Director, up to a maximum of one (1) year, and the Union shall be notified of the extension. While on such leave, the employee shall not be deemed to have forfeited his seniority and rights.

- (b) Any employee on leave of absence shall be permitted to return to work only if he is qualified to do so. If such employee accepts employment elsewhere without the written consent of the City, his employment with the City shall be deemed to have been terminated.
- (c) Each request for leave shall be considered on an individual basis only and shall be granted or disapproved according to its merit. Any leave taken shall be without pay.
- (d) It is not the policy of the City to grant a leave of absence for the purpose of working outside the Department, unless unusual circumstances involving service to the City of Fort Wayne are involved.
- (e) Pregnancy leave is to be treated the same as any other illness. Accrued personal sick time may be used as needed. In the event all sick time is exhausted, a Leave of Absence should be granted so that the group insurance benefits may be extended and all seniority rights protected. Arrangements to pay the insurance premium while on leave should be made with the Payroll Department.

The affected employee's ability to perform the necessary duties will be determined by the attending physician and/or the City physician. When the employee is unable to perform assigned duties, personal sick time accrued will be paid.

- (f) Employees exceeding the thirty (30) days regular illness, or maternity leave, who elect to return to work and are physically and contractually qualified, will bump the employee having the least seniority in the classification that is equal to or lower than the position held prior to the leave, provided the employee has the qualifications to perform the job.

Section 10. Leaves for Union Business

- (a) Employees called upon to transact for the Union with the City any business which requires them to be absent from duty with the City shall, upon twenty-four hours application and with the proper permission, be granted the necessary time off.
- (b) Employees who handle grievances or complaints shall not suffer any loss of regular pay for the time spent in processing such grievances or complaints.
- (c) Employees who serve on the Union Negotiation Committee shall be paid their regular base pay for the time spent in bargaining the terms of a new agreement. The maximum that will be paid per

session shall be a regular scheduled day's pay of eight (8) hours. Not more than six such employees shall be excused from their duties at any one time. There shall be two from each of the three departments covered in the agreement. The President and Business Manager shall be excused also, in addition to the above.

- (d) Any employee elected or appointed to an office in the Union requiring him to be absent from duty with the City shall, at the end of his term in office, be reinstated in his former position, or, if such position has been eliminated, to a job in the highest classification attained prior to holding such position, with all the seniority and rights accrued as of the time he left the City to take over Union duties. Other employees shall agree to the demotions necessary to make room for him on his return. He shall not be paid by the City during his absence.

Section 11. Funeral Leave

- (a) In the case of death in an employee's immediate family, meaning (1) parents, spouse, child, mother-in-law, father-in-law, grandparents, present spouse's grandparents, brother, sister, or (2) any other relatives living in the same residence as part of the same household, employee shall receive, upon request, a maximum of four consecutive scheduled working days off, without the loss of regular pay, for the purpose of attending the funeral and fulfilling other custom-

ary duties, as long as one of the days is the day of the funeral.

- (b) If an employee attends the funeral of a grandchild, brother-in-law, sister-in-law, daughter-in-law, or son-in-law who is not covered in paragraph (a) above, the employee shall not suffer a loss in his regular pay for such day.
- (c) An employee serving as a pallbearer at a funeral (other than outlined above) during his regularly-scheduled work hours shall be granted eight hours off with pay, provided proof of attendance is furnished to the City if requested by the Department Head.
- (d) An employee attending a funeral (other than outlined above) during his regularly-scheduled work hours shall be granted eight hours off without pay, provided proof of attendance is furnished if requested by the Department Head.

Section 12.

Jury Leave

Employees absent from their duties with the City because of jury duty shall receive the difference between their base pay and the payment received for the period of jury service, upon presentation of proper evidence.

Section 13.

Military Leave

Regular employees covered by this Agreement who serve this Country in a military capacity shall be reemployed under the provisions of the Selective

Service Act of 1948 and subsequent amendments and acts. An employee, as part of his military obligation, attending a two week summer field training session shall be paid the difference between his base pay from the military and his normal wages from the City for a period up to but not more than two weeks per calendar year.

Section 14. Transfers

- (a) If an employee is temporarily transferred for two or more hours to a job having a higher rate of pay, he shall receive the higher rate of pay for the entire time so worked. If this higher rated job contains wage time steps, he shall first enter that job at the first step and shall accumulate credit for time spent on that job. He shall receive either his own rate or the rate of the step he enters, whichever is greater. Temporary transfers shall not continue beyond 30 days.
- (b) If an employee is temporarily transferred to a job having a lower rate of pay, he shall not suffer a reduction in his rate of pay.
- (c) If an employee is permanently transferred to another job, he shall receive the rate of pay for the job to which he is transferred.
- (d) Employees promoted or assigned to jobs outside the bargaining unit hired after January 1, 1983 shall retain, but not accumulate, any seniority during the time of such transfer or promotion. In the

event such employee returns to the bargaining unit, he shall be entitled to whatever rights and privileges his accumulated seniority would entitle him without prejudice.

- (e) Nothing herein shall be applied in such manner that results in circumventing the posting of permanent job vacancies, nor will temporary assignments be rotated to avoid effecting a temporary transfer.

Section 15. Vacations

- (a) After completing his first six months of continuous service, a new employee shall receive one week of paid vacation in the current calendar year. After completing his first twelve months of continuous service, he shall receive two weeks of paid vacation in the current calendar year. In no such case, however, shall he be eligible for more than two weeks of paid vacation in one calendar year.
- (b) During the subsequent years of continuous service, the employee shall receive two weeks of paid vacation in the current calendar year. However, during the calendar year in which he completes seven or more years of continuous service, he shall receive three weeks of paid vacation in the current calendar year and during the calendar year in which he completes fifteen or more years of

continuous service he shall receive four weeks of paid vacation in the current calendar year and during the calendar year in which he completes twenty or more years of continuous service he shall receive five weeks of paid vacation in the current calendar year.

(c) Since six day shift employees receive overtime compensation for the sixth day worked, vacation accrual shall be based on a standard 40 hour workweek.

(d) Vacations must in general be taken in the calendar year in which they fall due. No paid vacation shall be carried over to another year unless approved in advance in writing by the Personnel/Labor Relations Director for reasons of mutual convenience.

(e) When a paid holiday occurs during an employee's vacation, the Department Head shall have the option of offering such employee either an additional day of paid vacation to be taken at a time agreeable to the Department Head or an additional day's pay. The City shall notify the employee of its choice of these alternatives before his vacation leave begins.

(f) If an employee is called back to work on one or more of the days for which he is receiving vacation pay, he shall be paid an extra time and one-half for all hours worked within his regularly

scheduled hours on such day or days. Any time worked on a day for which employee is not receiving vacation pay shall be paid for according to the standard provisions of the Premium Pay-Overtime clause in this agreement.

- (g) In order to avoid disrupting the working schedule, the City shall designate the vacation periods. When setting the schedule of vacations, the City shall respect the wishes of its employees in the order of their seniority as far as the needs of its service will permit. The normal vacation period shall begin on January 1 and end on or about December 15; however, a vacation may be taken during the second half of December if arrangements are made with the Department Head.
- (h) Except as provided in paragraph (j) below, when an employee with more than six months but less than fifteen years of continuous service leaves the services of the City, an adjustment of his final pay shall be made for vacation accrued (to the nearest half day) but not taken, or for vacation taken before being fully accrued.
- (i) No adjustment of his final pay shall be made for vacation accrued but not taken in the case of an employee discharged for cause or in the case of an employee who voluntarily terminates his employment without giving the City at least two weeks of notice.

(j) In the event of the death of an employee who has earned but not used his vacation for the contract year in which death occurred, his beneficiary or estate shall receive an amount equivalent to his earned vacation plus prorated vacation for the year in which the death occurs.

(k) The Department Head shall distribute to each employee as soon after the first of the year as is practicable a vacation form showing the number of weeks of vacation such employee is entitled to take; the employee shall indicate on the form the dates he prefers for his vacation and shall return the completed form to the Department Head within fifteen (15) calendar days or as indicated on the form. Employees may split their weeks or take them all at one time. The Department Head shall then make the vacation assignments according to the requests submitted and in the order of the employees' seniority, modified only by the above paragraph (h). Employees who are late in returning their vacation request forms shall have their vacations assigned only after the other employees' vacations have been scheduled. The completed schedule of vacations shall then be posted; after such posting, no changes in vacations shall be allowed except by posting and bidding, with seniority governing the reassignments.

Section 16. Legal Holidays

- (a) Holidays, within the meaning of this Agreement, shall be:

New Year's Day	General Election Day
Martin Luther King's Birthday	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving Day
Primary Election Day	Day before Christmas Day
Memorial Day	Christmas Day
Independence Day	Day before New Year's Day
Labor Day	

or days celebrated for the foregoing.

Holidays falling on Sunday shall be celebrated on the following Monday. Holidays falling on Saturday shall be celebrated on the preceding Friday.

- (b) Each hourly-rated employee covered herein, subject to the limitations of the following paragraph (c), shall be allowed as holiday pay the equivalent to his regular straight time base pay for each of the holidays recognized in the Agreement, whether such holiday falls on his regularly-scheduled workday or not.

- (c) The aforesaid holiday pay shall not be allowed to an employee who is absent from work on the scheduled workday previous to or following the holiday unless a reason satisfactory to the City is given.
- (d) If a shift operator works his regular shift on a holiday, his holiday pay shall include any shift premium applicable to the shift hours being worked; in addition, he shall receive double his regular straight time pay, including any applicable shift premium, for the shift hours actually worked.
- (e) If a non-shift employee works his regularly scheduled hours on a holiday falling on his regularly scheduled workday, he shall receive, in addition to his holiday pay, double his regular straight time pay for the hours actually worked.
- (f) An hourly rated employee temporarily working in a classification on a wage rate higher than his base rate shall receive such higher rate for the holiday if he works the scheduled hours in the temporary classification on both the workday preceding and following the holiday.

Section 17. Premium Pay Overtime

- (a) Except as otherwise herein provided, an hourly rated employee shall be paid time and one-half (1) for all hours worked outside his regularly scheduled hours if such hours would exceed the

- accumulation of the normal forty- (40) hour scheduled workweek, and (2) for all scheduled hours worked in excess of forty (40) hours per workweek. Except as provided elsewhere, double time shall be paid for work on Sundays. Time worked on holidays shall be paid for as set out in Article V, Section 16, entitled "Legal Holidays."
- (b) Whenever hours worked are subject to overtime rates on account of two or more provisions of this Agreement, only one overtime rate shall be effective. If the overtime rates are different, the higher rate shall be applied. Notwithstanding any other provisions of this Agreement, in no event shall the combination of overtime pay plus holiday pay or any other pay applying to the hours worked be greater than triple time.
- (c) As far as it is practicable, all overtime work shall be equally and impartially divided among the employees who generally work on the class of work performed at the overtime rate. Each department will maintain and post an accurate employee list showing accumulated overtime hours. This provision shall not be interpreted to limit the Department Heads in rescheduling work or temporarily transferring employees to avoid overtime work or to assure continuity of operations at all times.
- (d) A minimum of three hours of straight time pay shall be allowed to all employees who are called

back to work after they have been released from their regular day's work. Time shall start when employees are called; however, all time exceeding forty-five minutes between the time of the call and the time of reporting for work shall not be paid for.

- (e) A shift premium of twenty cents (20¢) per hour shall be paid for all the hours actually worked on a shift having 50% or more of the hours scheduled between 6:00 p.m. and midnight; a shift premium of twenty-five cents (25¢) per hour shall be paid for all the hours actually worked on a shift having 50% or more of the shift hours scheduled between 12:00 midnight and 6:00 a.m. These premiums shall apply to swing shifts as well as to non-swing shifts. In computing overtime for shift work, the overtime factor shall be applied to the base rate and the applicable shift premium payment then shall be applied. There shall be no pyramiding of overtime.

- (f) Employees, in the event an emergency is declared by the Mayor, or his designee, which impacts the majority of Civil City and City Utilities Departments and requires personnel from them will be compensated at their straight time hourly rate, plus \$2.50 added to this rate for all overtime hours. This special rate is to be received by all unions with bargaining agreements with the City

and will provide equitable compensation for unusual and extraordinary need of City services by the community.

Section 18. Safety Practices

- (a) A safety committee will be established to function and to hold regularly scheduled meetings in their respective departments. The committee members will be chosen by both management and the Union for the purpose of making constructive recommendations to the Employer.
- (b) If an employee neglects to follow the Safety Practices established by the City for the work he performs (including the proper use of protective equipment supplied by the City), he shall, after proper warning, be subject to disciplinary action.
- (c) The City shall pay one-half toward the cost of safety shoes, (limit of two pair a year), and the City shall also pay one-half toward the cost of one pair of industrial safety glasses as approved by the Safety Department with receipt of purchase (limit of one pair a year). The City will not pay any cost incurred by or in connection with a prescription that may be needed to acquire safety glasses. If the safety glasses are broken in the work area, when working, the City will replace them at the entire cost to the City.

- (d) Both the City and the employees covered by this Agreement recognize that, as owners and operators of motor vehicles, they share legal and moral obligations to the public to see that such vehicles meet minimum safety requirements. Therefore, any employee who detects a mechanical fault or other unsafe condition in any vehicle or other property of the City shall forthwith inform the proper supervisors who shall make a fitting examination of the equipment in question. When a fault thus verified involves the braking or steering mechanisms and is of a nature to make the equipment unsafe for street use, then such equipment shall be taken out of service until the fault is corrected.
- (e) Uniforms shall be worn by all employees represented by the bargaining unit. Such uniforms shall be furnished by the City at no cost to the employee.
- (f) Foul weather gear as determined necessary by management shall be furnished by the City at no cost to the employee.

Section 19. Retirement

- (a) Employees shall be retired on or before December 31 of the calendar year in which they reach the age of seventy.
- (b) Severance pay shall be granted to employees who retire under the terms of any of our recognized

retirement program. These shall include the Public Employees Retirement Fund and Federal Social Security Program. Eligibility for severance pay shall be restricted to employees with a minimum of five consecutive years of service under the terms of the Agreement immediately prior to retirement. An employee's severance pay benefits shall be computed at the rate of \$8.00 for each eight hours of accumulated sick leave credited to the employee just before his retirement. In the event of any employee's death, his accumulated sick time shall be paid at the rate of \$8.00 for each eight hours accumulated to the employee's beneficiary.

- (c) All bargaining unit employees shall be covered by the Public Employees' Retirement Fund of Indiana (PERF) and will be credited with all prior service with the employer whether previously covered by PERF, Municipal Utilities Pension Fund (MUPF), or no pension plan. Employees with broken service will be credited for past service on a cumulative basis provided no withdrawals of contributions has been made. Where PERF withdrawals have been made the Administrator of the PERF Plan shall determine whether periods of service for which a withdrawal was made will be credited and the conditions which must be met in order to receive such credit. In cases where previous service was credited under

MUPF and refunds were made from that Plan, broken service for which a refund was made will not be credited unless affected employees repay to the City Utilities the amount refunded by MUPF.

Section 20. Insurance Coverage

- (a) The employer agrees that Group, Hospital, Surgical, and Health Insurance shall be extended to all bargaining unit employees and will remain in full force and effect for the life of this Agreement at a cost of \$96.00 per year per employee, regardless of whether coverage provided is for individual, individual and spouse, individual and children, or individual family, and will remain in full force and effect for the life of this Agreement, except that none of the above said benefits shall be applicable under the conditions of Article V, Section 20, Paragraph (d).
- (b) Each employee who holds a City Group Hospital, Surgical, and Health Insurance Policy shall be extended a Group Life, Accidental Death, Dismemberment and loss of Sight Policy at the amount of \$15,000.00 and will remain in full force and effect for the life of this Agreement, except that none of the above said benefits shall be applicable under the conditions of Article V, Section 20, Paragraph (d).

(c) Each employee who retires under one of the programs cited in paragraph (b) section 19, of this Article V, and who has at least eight years of continuous service at retirement shall receive a \$5,000.00 Life Insurance Policy for the rest of their life.

(d) All Hospital, Surgical, Health, and Life Insurance Policies will terminate for the following reasons:

1. Termination of employment.
2. Thirty (30) days after date of layoff.
3. City employee on legitimate regular, illness, or maternity leave of absence will be covered under the City Insurance Plans for thirty (30) calendar days. In case of illness or maternity leave, this shall not apply until accrued sick leave pay is exhausted.

If the City employee elects to extend such Insurance Coverage beyond the thirty (30) calendar day coverage, he may do so by contacting the payroll department and arranging to pay the full insurance premium at the existing rate at the time of the leave of absence. The City shall waive the premium payment by the employee for a period not to exceed six months during serious long term illness, including extended pregnancy leave for medical reasons.

4. Strike or Slowdown.

(a) Slowdown defined as any activities which interfere with the City's normal operations and would be determined by a third party agreeable to both parties.

(e) Employees actively at work on the first day following their first 30 days of employment shall be eligible for all insurance plans covered under this Agreement.

(f) Employees who retire under the terms of any of our recognized retirement programs with a minimum of five (5) years' consecutive service, shall be eligible to participate in the current retiree's group insurance plan at the rates determined by the carrier.

Section 21. Personal Time

(a) Separate and independent of vacation and sick leave allowances, employees under this Agreement shall receive two (2) days personal time each calendar year commencing with the completion of one (1) year's service, and shall be taken, Monday through Friday and not on paid holidays. Employees who have completed seven (7) years of service shall receive three (3) days each calendar year. Employees who have completed twenty-five (25) years or more of continuous service shall receive five (5) days personal time each calendar year.

- (b) Personal time will be taken separately from any vacation time, and must be approved by management at least one (1) working day prior to the request for such personal day. In the event of an emergency, as determined by the Department Head, the one working day notice may be waived.
- (c) Personal time must be used by December 15, unless arrangements are made with the Department Head to take it in the second half of December, and it may not be carried over from year to year.

Section 22. Registration

- (a) The City and the Union agree that all employees of publicly owned Utilities and of governmental departments should participate in the important responsibilities of government at least to the extent of exercising their right to vote. Accordingly, all employees who are eligible to register will be requested to register and vote.

Section 23. Separability and Savings

- (a) If any article or section of this Agreement or of any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of an article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement or of any rider thereto, or the application of such

article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliances or enforcement has been restrained shall not be affected thereby.

- (b) If any article or section is held invalid or if enforcement of or compliance with such article or section has been restrained as above set forth, the parties shall enter into immediate collective bargaining negotiations upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint.

ADDENDUM A
FILTRATION PLANT

Regulations and Working Conditions

Section 1. Working Schedules

The regular working hours for the Filtration Plant employees shall be as follows:

- (a) Operating Chemist St. Joe Dam, H.S. Pump, Chemical Feed and Boiler Room Operators: shall have the hours of: first shift - 6:00 a.m. to 2:00 p.m.; second shift - 2:00 p.m. to 10:00 p.m.; and third shift - 10:00 p.m. to 6:00 a.m. Eight consecutive hours per day for six consecutive days and then two days off, Sundays, and holidays included.
- (b) Secretary B: 7:30 to 11:30 a.m. and 12:00 Noon to 4:00 p.m., or 7:30 a.m. to 12:00 Noon and 1:00 to 4:30 p.m.

Monday through Friday inclusive.

- (c) Plant Clerk (Maintenance), Maintenance Persons and Utility Persons: 7:00 a.m. to 12:00 noon, 12:30 p.m. to 3:30 p.m., Monday through Friday inclusive.
- (d) Building Service Persons: 6:30 a.m. to 11:30 a.m. and 12:00 noon to 3:00 p.m., Monday through Friday.
- (e) Chemical Unloading Operator: One shift operation of forty hours, 7:00 a.m. to 12:00 noon and 12:30 p.m. to 3:30 p.m., Monday through Friday.

When a two shift operation is required, the schedule shall be two shifts of forty hours each, 5:00 a.m. to 1:00 p.m. and 12:00 noon to 8:00 p.m., Tuesday through Saturday and Monday through Friday respectively.

- (f) Analytical Chemist: 8:00 a.m. to 12:00 noon and 12:30 p.m. to 4:30 p.m., Monday through Friday inclusive, and up to four hours on alternate Saturday mornings.
- (g) Regular operators shall have the first call on the first six days of relief operation caused by sickness or personal accident. If a maintenance person is then assigned to work as a relief operator, he shall be paid, during his first six days on that relief, straight time for working any day Monday through Friday, time and one-half for Saturday and double time for Sunday. Thereafter, his schedule (as to overtime) shall be that of the regular operator.
- (h) A maintenance person assigned to operating relief during the vacation of a regular operator shall be paid overtime according to the rules set out in paragraph (g). He shall not be required to take one day off before taking over on the relief shift. When the vacation relief is over, he shall return to maintenance on the first scheduled work day for such work and work his regular days at straight time pay.

- (i) If a maintenance person's relief operating shifts run continuously, he shall be paid time and one-half for working every seventh and eighth day measured from his last day off or his last overtime day. If his relief operating shifts do not run continuously, i.e., are interrupted by a return to maintenance, his overtime pay during the shift following the interruption shall be according to the rules set out in paragraph (g).
- (j) A maintenance person will be assigned to work as a relief operator when the regular operator is off because of vacation, personal time off, funeral leave, jury leave, military leave and leaves of absence.
- (k) Reference herein to workweeks or workdays shall not be construed as a guarantee of any number of hours of work per day or week for any employee.

Section 2. Special Premium Overtime Provisions

- (a) An hourly rated six-day shift employee whose regularly scheduled work day falls on Sunday shall be paid straight time for that day. If called upon to work on either or both of his two scheduled days off, he shall be paid time and one-half, for the first day, double time for the second day except that, when any such day falls on Sunday the rate of pay shall be double time.

- (b) Operating employees shall not be guaranteed minimum of three hours of straight time pay if called back to work after being released from their regular day's work.
- (c) Employees who work a six (6) day shift shall be compensated at time and one-half for the 6th day worked. All other overtime provisions apply.

Section 3. Wage Schedules

Notice of any action taken by the City after the date of the Agreement in the matter adding, abolishing, or rerating positions because of changes of duties or functions shall be promptly given by the City to the Union. If the Union feels that any such action by the City is erroneous, it shall so notify the City in writing within five days and such matter may be made a grievance under the grievance procedure provided for in the agreement.

The City may employ or transfer workers in any of the classifications listed in the following schedules at the indicated beginning rate or at a higher rate (not to exceed the maximum rate for such classification), in the event the previous experience and qualifications of such employee entitle him to such higher rate. Employees shall progress in accordance with these Schedules "A" and "B".

I.U.O.E. #19

FILTRATION - Schedule A

Effective January 1, 1986, the minimum wage scale for the different classifications of work, expressed in hourly terms, is as follows:

	First 3 Months	4 thru 7 Months	8 thru 11 Months	Over 11 Months
Operating Chemist*	8.958	9.089	9.225	9.344
High Service Pump Operator*	8.426	8.539	8.648	8.766
St. Joe Dam Operator*	8.269	8.382	8.553	8.609
Chemical Unloading Operator	8.269	8.382	8.490	8.609
Boiler Room Operator*	8.178	8.280	8.382	8.507
Chemical Feed Operator*	8.336	8.427	8.539	8.664
Mechanic A	8.965	9.112	9.260	9.385
Mechanic B	8.516	8.653	8.749	8.868
Mechanic C	8.336	8.438	8.539	8.664
Electrician A	8.808	8.938	9.070	9.644
Electrician B	8.423	8.553	8.690	9.070
Painter	8.359	8.495	8.592	8.711
Utility Person	7.569	7.836	8.119	8.221
Temporary Student Laborer	6.484	---	---	---
Building Service Person	7.421	7.511	7.597	---
Building Service Working Leader	7.727	7.993	8.277	8.379
Plant Clerk (Maintenance)	8.126	8.238	8.329	8.454
Hurshstown-Cedarville Opr.	8.178	8.280	8.382	8.507
Secretary B	6.906	7.024	7.155	7.308
Clerk/Typist B	6.673	6.791	6.951	7.069
Senior Analytical Chemist	11.411	---	---	---
Analytical Chemist	9.141			
4 thru 9 months;	9.475			
10 thru 15 months;	9.844			
16 thru 21 months;	10.247			
Over 21 months.	10.655			

*Add shift differential, when applicable.

NOTE: When an employee is assigned to work on the Heavy Crane classification, an additional 10¢ per hour will be paid.

ADDENDUM B

WATER POLLUTION CONTROL PLANT

Regulations and Working Conditions

Section 1. Working Schedules

The regular working hours shall be as follows:

- (a) Control Operators and Aeration Operators: Eight consecutive hours per day for six consecutive days, and then two days off, Sundays and holidays included, all in accordance with the schedule posted at the Utility. Shift working hours shall be: 8:00 a.m. to 4:00 p.m.; 4:00 p.m. to 12:00 midnight; and 12:00 midnight to 8:00 a.m.
- (b) Grit and Digester Operator: 8:00 a.m. to 4:00 p.m., Monday to Friday inclusive.
- (c) Relief Operator: Relief Operators may be utilized in any of the following classifications: Control Operator, Aeration Operator, Grit Digester Operator and Stormwater Station Operator. A Relief Operator's working schedule shall be that of the job on which he is relieving.
- (d) Mechanics, Service Maintenance People, Equipment Operators, Laborers, Maintenance Service Person and Plant Electrician: 7:30 a.m. to 11:30 a.m. and 12:00 noon to 4:00 p.m., Monday to Friday inclusive.
- (e) Wastewater System Inspector Stormwater Station Operator: 7:30 a.m. to 11:30 a.m. and 12:00 noon to 4:00 p.m., Monday to Friday inclusive.

- (f) Laboratory Technicians: 7:30 a.m. to 11:30 a.m. and 12:00 noon to 4:00 p.m., Monday to Friday inclusive, and 7:30 a.m. to 11:30 a.m. on alternate Saturdays. One half day (4 hours) shall be taken off on an afternoon for each alternate Saturday and will be taken within the same pay period.
- (g) Custodian: 6:30 a.m. to 11:30 a.m. and 12:00 noon to 3:00 p.m., Monday to Friday inclusive.
- (h) Building Service Person: 7:30 a.m. to 11:30 a.m. and 12:00 noon to 4:00 p.m., one Monday to Friday inclusive and one Tuesday to Saturday inclusive.
- (i) Relief Operators: When a temporary vacancy such as one due to vacations or sickness or other emergencies occurs in the control or aeration operators classifications, a Relief Operator shall normally be assigned to cover the vacancy. If a Relief Operator is not available and if the vacancy can be filled at straight time by temporarily transferring a qualified employee from another classification, such employee may be assigned to the vacancy until the incumbent returns or a Relief Operator becomes available. If overtime is involved and a Relief Operator is not available, and if regularly assigned operators are available and can be contacted, they shall have preference for the overtime.

(j) Wash-up time can be utilized as follows: 5 minutes prior to lunch and 15 minutes prior to quitting. All employees will be scheduled to work up to that time and expected to use that time for cleaning, not for congregating in the shop or the lunch room.

(k) Reference herein to workweeks or workdays shall not be construed as a guarantee of any number of hours of work per day or week for any employee.

Section 2. Special Premium Pay Overtime Provisions:

(a) Control operators and aeration operators shall not be paid double time for work on Sundays.

(b) An hourly rated six-day shift employee called upon to work on the first of his two scheduled days off shall be paid double time for that day. If called upon to work the second of his two scheduled days off, he shall be paid time and one-half for that day.

(c) Time worked in excess of a full regularly scheduled trick in any twenty-four hour period (for the purpose of calculating a twenty-four hour period, it shall commence at 12:00 midnight of each day and continue through 12:00 midnight the following day), shall be paid at time and one-half.

(d) Employees who work a six day shift shall be compensated at time and one-half for the 6th day worked. All other overtime provisions apply.

Section 3. Wage Schedules

(a) Notice of any action taken by the City after the date of the Agreement in the matter adding, abolishing, or rerating positions because of changes of duties or functions shall be promptly given by the City to the Union. If the Union feels that any such action by the City is erroneous, it shall so notify the City in writing within five days and such matter may be made a grievance under the grievance procedure provided for in the agreement.

The City may employ or transfer workers in any of the classifications listed in the following schedules at the indicated beginning rate or at a higher rate (not to exceed the maximum rate for such classification), in the event the previous experience and qualifications of employee entitle him to such higher rate. Employees shall progress from their beginning rate to the maximum rate for their position in accordance with these Schedules "A" and "B".

I.U.O.E. #19

W.P.C. PLANT - Schedule A

Effective January 1, 1986, the minimum wage scale for the different classifications of work, expressed in hourly terms, is as follows:

	<u>First 3 Months</u>	<u>4 thru 7 Months</u>	<u>8 thru 11 Months</u>	<u>Over 11 Months</u>
Relief Operator*	9.082	9.279	9.414	9.585
Control Operator*	8.514	8.654	8.802	8.930
Aeration Operator*	8.362	8.472	8.582	8.718
Grit & Digester Operator	8.152	8.262	8.372	8.507
Stormwater Station Opr.*	8.047	8.157	8.267	8.402
Wastewater System Inspector	8.040	8.162	8.280	8.407
Mechanic A	8.655	8.802	8.942	9.078
Mechanic B	8.547	8.695	8.800	8.927
Equipment Operator A	8.655	8.802	8.942	9.078
Equipment Operator B	8.137	8.285	8.390	8.517
Maintenance Service Person	8.517	8.665	8.781	8.942
Laborer	7.928	8.027	8.112	8.217
Custodian	7.839	---	---	---
Building Service Person	7.415	7.514	7.605	---
Plant Electrician	8.801	8.924	9.082	9.230
Operation & Maint. Foreman	9.414	9.562	9.709	9.855
Laboratory Technician	8.662	8.797	8.932	9.368

*Add shift differential, where applicable.

ADDENDUM C

STREET DEPARTMENT

Working Schedules

Section 1. Working Schedules and Overtime Provisions

- (a) Eight hours, with an unpaid lunch period of one-half hour shall constitute a normal day's work. Time and one-half shall be paid for all hours worked in excess of eight hours per day if such hours would exceed the accumulation of the normal forty hour scheduled workweek. Forty hours shall constitute a normal week's work. Time and one-half shall be paid for all hours worked in excess of forty hours per week.
- (b) Employees whose regular work schedule does include Sundays shall be paid straight time for Sunday hours worked within their regularly scheduled hours and double time for all other Sunday hours worked.
- (c) Employees away from headquarters at lunch time shall have the option of remaining at the job site to eat lunch or of leaving the job site to go to the nearest suitable, agreed upon shelter or eating establishment. In the latter case, the total time spent away from the job, i.e., the unpaid half hour lunch period plus the time spent in traveling from and to the job shall not exceed forty-five minutes.

(d)

The City shall make available to employees who are required to work unscheduled overtime those meals which they would normally eat at home or which, because of their being called out for such work, they would not be able to provide for themselves; to this end, therefore:

1. When such overtime continues into or beyond normal meal times, the employee shall at his request be furnished a hot meal at the expense of the City not to exceed three dollars per meal.

2. If an employee is called out more than one hour immediately before his regular starting time on a regular scheduled working day, and continues to work his regular scheduled hours, he shall be furnished a hot meal for the breakfast period.

(e)

Reference herein to workweeks or workdays shall not be construed as a guarantee of any number of hours of work per day or week for any employee.

Section 2.

Inclement Weather

(a)

The City and the Union recognize the fact that temperature, wind or precipitation or varying combinations of these factors may produce weather conditions under which outside work becomes unsafe or causes unreasonable discomfort and, under such

conditions, outside work, should continue only in the event of an emergency. During such periods, the City may suspend outside work or assign employees to other less exposed work, either inside or outside.

(b) The Union recognizes that the outside worker, in electing to follow outside work, accepts reasonable discomfort from precipitation, minimum of temperature and maximum of wind and such reasonable discomfort should not justify suspension of work.

(c) The City recognizes that when certain limits of temperature, wind velocity or precipitation are exceeded, outside work should be suspended or modified, whenever possible.

(d) Therefore, it is agreed that when the temperature, as measured by a United States Weather Bureau approved thermometer is 5 degrees Fahrenheit or lower, outside work should be suspended or modified, except for an emergency. As used in this paragraph, an emergency shall be deemed to exist when continuity of a public service is threatened or interrupted or when public property, public health or public safety is endangered. (Note: The accumulation of snow, ice, water, leaves or debris on public property or recreational areas shall be deemed to endanger public safety.)

(e)

Under any paragraphs of this Section, should normal operations be suspended because of weather conditions, the employee shall not be paid for hours not worked. If the employee chooses to continue to work he may do so.

Section 3.

Wage and Classification Schedules

All wages set forth in this agreement shall be considered minimum wages only and in no case shall a maximum wage scale be set up for any class of employees.

It is further agreed and understood that the scale of wages hereinafter set forth shall continue in effect without change during the life of this Agreement, except as may be mutually agreed upon between the parties hereto. The City may employ or transfer workers in any of the classifications listed in the following schedules at the indicated beginning rate or at a higher rate in the event the previous experience and qualifications of such employees entitle them to such higher rate. An employee shall progress from the beginning rate to the maximum rate for his position in accordance with these Schedules.

I.U.O.E. #19

STREET DEPARTMENT

Schedule A

Effective January 1, 1986, the minimum wage scale for the different classifications of work, in hourly terms, is as follows:

	<u>First 3 Months</u>	<u>4 thru 6 Months</u>	<u>Over 6 Months</u>
Asphalt Plant Operator	8.759	---	8.759
Culvert & Drainage Repairer	8.366	---	8.366
Operator A	8.548	---	8.548
Operator B	8.366	---	8.366
Sweeper Operator	8.422	---	8.422
Troubleshooter	8.082	---	8.082
Building Serviceperson	8.082	---	8.082
Welder	8.759	---	8.759
Communication Operator	7.824	7.928	8.197
Laborer	7.426	7.623	7.889
Truck Driver	7.886	7.998	8.187
Accounting Asst./Sr. Bookkeeper	7.816	8.135	8.773
Clerk Typist A	6.851	6.984	7.320



The City of Fort Wayne

Recognition Agreement

WHEREAS: The City of Fort Wayne, Indiana, has recognized that the International Union of Operating Engineers Local No. 19 represents a majority of the employees in the below-described unit, and

WHEREAS: The unit covers employees in job classifications listed in Schedules A of Addenda A, B, and C of this Agreement,

THEREFORE: Be it resolved that this Agreement shall become effective on the 1st day of January, 1986, and shall remain in full force and effect through the 31st day of December, 1988.

FOR THE CITY:

FOR THE UNION:

Win Moses, Jr.
Win Moses, Jr.
Mayor

Norm Edwards
Norm Edwards
President

David J. Kiester
David J. Kiester
Director of Public Works

John E. Brown
John E. Brown
Business Manager

Cletus R. Edmonds
Cletus R. Edmonds
Director of Labor Relations

Tereasa Snow
Tereasa Snow
Committee President

Denver C. Howard
Denver C. Howard
Superintendent, Filtration

Neil H. Wisler
Neil H. Wisler
Superintendent, W.P.C. Treatment

T. Richard Gladd
T. Richard Gladd
Director of Transportation

An Equal Opportunity Employer

One Main Street Fort Wayne, Indiana 46802

AGREEMENT

BETWEEN



CITY OF FORT WAYNE, INDIANA

and



INTERNATIONAL
BROTHERHOOD OF FIREMEN & OILERS

AFL - CIO
LOCAL # 7



Agreement
WATER MAINTENANCE AND SERVICE DEPARTMENT
I.B.F.O. #7
1983 and 1984

INDEX

	<u>Page</u>
Preamble -----	1
Article 1 Period of Agreement -----	1
Section 1 Working Agreement -----	1
Section 2 Wage Schedules -----	2
Article II Management Rights -----	3
Article III Union Recognition -----	3
Section 1 Union Recognition -----	3
Section 2 Agency Shop -----	4
Section 3 Dues Checkoff -----	5
Article IV Non Discrimination -----	6
Article V Grievance and Arbitration -----	7
Section 1 Procedure to be Followed -----	7
Section 2 Extension of Time Limits -----	9
Section 3 Arbitration Procedure -----	9
Section 4 Mutual Undertaking -----	10
Article VI General Regulations and Working	
Conditions -----	13
Section 1 Working Schedules -----	13
Section 2 New Employees -----	14
Section 3 Seniority -----	14
Section 4 Layoffs -----	15
Section 5 Promotions -----	16
Section 6 Sick and Accident Leave -----	17
Section 7 Leaves of Absence -----	23
Section 8 Leaves for Union Business -----	24
Section 9 Death Leave -----	26
Section 10 Jury Duty -----	26
Section 11 Military Duty -----	26
Section 12 Notification of Absences -----	27
Section 13 Transfers -----	27
Section 14 Vacations -----	29
Section 15 Legal Holidays -----	31
Section 16 Personal Time -----	32
Section 17 Premium Pay-Overtime -----	33
Section 18 Full Employment and Weather	
Conditions -----	39
Section 19 Retirement -----	41
Section 20 Protective Equipment -----	42
Section 21 Group Insurance -----	43
Article VII Wage Schedule - Schedule A -----	46

Preamble

This Agreement between the Fort Wayne Water Works of Fort Wayne, Indiana, referred to hereinafter as the Utility, and Local Union #7 of the International Brotherhood of Firemen and Oilers, AFL-CIO, referred to hereinafter as the Union, covers all job classifications listed in Article VII.

Witnesseth: To facilitate the peaceful adjustment of differences that may arise and to promote harmony and efficiency for the mutual benefit of the Utility, the Union and the general public, the parties to this Agreement have agreed together as follows:

Article I.

Period of Agreement

Section 1. Working Agreement

- (a) This Agreement shall take effect at the conclusion of satisfactory negotiations, but not before the 1st day of January, 1983 and shall continue in force and effect through the 31st day of December, 1984, and from year to year thereafter, unless it is cancelled or amended.
- (b) Notice of cancellation or requests for amendment shall be submitted no later than October 1, 1984 or October 1, of any subsequent year if amendments are desired, the contents of the amendments shall accompany the notice. If agreement has not been reached on or before November 30, 1984 or November 30 of any subsequent year and if either party

- considers the negotiations to date to be unsatisfactory, then either party shall have the prerogative of issuing a thirty-day cancellation of notice to be effective on December 31, 1984, or on the anniversary date of any subsequent year. During this period, both parties agree to continue negotiations in an effort to reach a settlement.
- (c) Changes in the working agreement agreeable to both parties may be made at any time.

Section 2. Wage Schedules

- (a) The wage and salary rates set out in Schedule A shall take effect at the conclusion of satisfactory negotiations, but not before the 1st day of January, 1983. Either party may request a wage reopener no later than November 14, 1983. Should such a request be made and should negotiations produce a wage schedule other than as set forth in Schedule A of this Agreement, the effective date of such adjustment shall be January 1, 1984, or the first day of the payroll period during which a settlement is reached, whichever is later. Such subsequent wage schedule shall remain in effect through December 31, 1984, or until the first day of the payroll period during which a subsequent settlement is reached, whichever is later.
- (b) Changes in the wage schedules agreeable to both parties can be made at any time.

Article II

Management Rights

The union hereby recognizes the employer as having the sole right to direction of the working forces included but not limited to the right to decide the policies, methods, work and safety rules, direction of employees, assignment of work, equipment to be used in the operation of the Utility's business, the right to hire, discharge, suspend, discipline, promote, demote, assign, and transfer employees and to release such employees because of lack of work or for other proper and legitimate reasons. The exercise of these rights by management shall not be used in any manner which negates, modifies or supersedes the rights of the employees where such rights are expressly set forth in this agreement.

Article III

Union Recognition

Section 1. Union Recognition

- (a) The Utility agrees to recognize the Union as the exclusive bargaining agent for all its employees within the bargaining unit as listed in Article VII concerning their hours, wages, and other conditions of employment. It is agreed that this Agreement applies to all types of work usually performed by such employees.

- (b) In this regard, complaints filed by the Union which alleges violations of this section, shall be immediately and impartially investigated by a representative of the Labor Relations Department. If needed the employer will take necessary corrective action.

Section 2. Agency Shop

- (a) As a condition of continued employment, all employees whose job classifications are covered by this Agreement and who elect not to become members of the Union (1) shall pay to the Union directly an amount equal to the Union's initiation fee and (2) shall thereafter pay to the Union each month, either directly or through payroll deductions, an amount of money equal to the regular monthly dues and fees in effect for other employees in the bargaining unit who are members of the Union. Each employee who enters a bargaining unit job shall begin such payments in the month in which he/she completed his/her first three months of service in such job.
- (b) If an employee fails to comply with the foregoing provisions, the Union shall advise him/her by certified letter (with a copy to the Personnel/Labor Relations Director) that, if he/she doesn't pay or arrange to pay his/her arrears within seven calendar days after receiving the letter, the Union will request the Utility to terminate his/

her employment. If the employee has not complied by the end of the period, the Union shall notify the Personnel/Labor Relations Director, who shall give the employee a further seven-day notice. If the employee has still not complied at the end of that period, he/she shall be removed from the employment with the Utility, losing all seniority rights and other benefits established by this Agreement.

- (c) The Union agrees to indemnify and hold the Utility harmless from any and all claims or rights of action which may be hereafter asserted by any person now or hereafter employed by the Utility and which arise out of the inclusion or enforcement of the provisions of this agency shop section.

Section 3. Union Dues Checkoff

- (a) With proper authorizations, including voluntary written wage assignments from employees who are covered by this Agreement and who are members of the Union, the Utility shall deduct each month from the earnings of each of said employees an agreed upon amount representing his/her current regular monthly Union dues and shall remit such monies together with the appropriate records to the proper Union officials.
- (b) Any individual wage assignment may be revoked by the employee by giving proper written notice to

the Utility. In the event of an overcharge already remitted to the Union, it shall be the responsibility of the Union alone to adjust the matter with the employee overcharged. In the event of an undercharge, the Utility shall make the necessary additional deductions in the next succeeding month or months. In any case, the Utility's responsibility shall not go beyond exercising normal and usual care in carrying out its obligations under this paragraph; the Union will protect the Utility from any and all further liabilities and claims which may arise under this paragraph.

- (c) Any concerted action on the part of the Union, such as strike and slow downs, will result in the Union Dues Checkoff being suspended for one (1) year starting from the date of such strike or slow down. Slow down defined as: in activities which interfere with the Utilities normal operations and would be determined by a third party agreeable to both parties.

Article IV

Non-Discrimination

The parties agree that there shall be no discrimination in employment opportunities because of race, color, creed, sex, national origin or age, as provided by in Title VII, of the 1964 Civil Rights Act, and the Age Discrimination in Employment Act of 1979.

This Agreement applies to all existing employees and all applicants for employment with respect to: hiring, placement, upgrading, transfer or demotion, recruitment, advertising, solicitation of employment, treatment during employment, rates of pay or other forms of compensation, selection for training including apprenticeships, layoff or termination.

Article V

Grievance and Arbitration Procedure

Section 1. Procedure to be followed:

The Utility and the Union recognize that, from time to time, grievances, disputes, and complaints may arise over matters within the purview of this Agreement. Therefore, whenever the Union or any employee covered by this Agreement feels that the Utility has acted erroneously or improperly in interpreting or applying any of the provisions of this Agreement, then the Union or the employee, within five working days of the Utility's action, may invoke the provisions of this Article V. In any of the following steps, the time for discussion, adjustment or appeal to the next step may be extended by mutual agreement. The grievance shall be processed during the regular working hours in the manner hereinafter set forth:

First Step - The aggrieved employee shall present his/her grievance individually to his/her imme-

ciate supervisor or he/she may, if he/she prefers, present his/her grievance jointly with his/her steward or other Union representative or solely through his/her Union representative. If the matter is not satisfactorily settled in five working days, Saturdays, Sundays and holidays excluded, the grievance shall be moved on to the Second Step. If an individual employee presents a grievance that cannot be immediately resolved, the Union shall be notified that the grievance exists.

Second Step - The employee and the Union representative shall discuss the grievance with the Superintendent of the Department. If the matter is not satisfactorily settled within five working days from the date of the answer in Step One, then the employee, the Union representative and the Superintendent shall prepare and forward to the Third Step a signed statement specifying the grievance, the section or sections of the Agreement claimed to have been violated and the remedy the Union wishes the Utility to make.

Third Step - If the grievance has not been satisfactorily settled in Step Two, the appeal to Step Three may be within five (5) working days from the receipt of the Step Two answer. The Union representative shall discuss the grievance with the Personnel/Labor Relations Director or his/her designated representative as soon as possible

after appeal to this step. If the above procedure has been followed and the parties are still unable to settle the grievance, the Union shall within thirty (30) days following receipt of the employer's third step answer, notify the employer of the union's intent to arbitrate the dispute.

Section 2. Extension of Time Limits

In any of the foregoing steps, the time allowed for discussion, adjustment, or appeal to the next step may be extended by mutual agreement. Failure of the union or of employees to process the grievance to the next step within the time limit shall constitute a basis for the employer denying the grievance.

Section 3. Arbitration Procedure

Upon request of the written notice by one party from the other, the parties will request from the Federal Mediation and Conciliation Service a panel of five (5) impartial arbitrators. Upon receipt of such a panel, the parties shall mutually agree which party shall strike the first name from the list provided. The remaining names after the first strike shall be eliminated by striking on an alternate basis. The arbitrator whose name remains shall be deemed to be the arbitrator selected by mutual agreement of the parties.

The expenses and fees of the arbitrator shall be borne equally by the Utility and the Union. The

arbitrator shall make a decision based upon the evidence which is submitted at the hearing. Each party shall bear its own costs for its preparation, attendance of its own representatives at the hearing including all witnesses, exhibits or any other matter which is desire of the given party to bring to the attention of the arbitrator. The function of the arbitrator shall be of a judicial and not a legislative nature. He/she shall not have the authority to add to, ignore or modify any of the terms and conditions of this Agreement. Any decision rendered by the arbitrator must be in writing. His/her opinion must cite the article and section of the agreement on which he/she has based his/her decision. The decision of the arbitrator shall be final and binding on both parties.

Section 4. Mutual Undertakings

The services performed by the employees covered by this Agreement are essential to the operation of a municipal utility and to the welfare of the public dependent thereon. In consideration thereof:

- (a) The Union agrees that employees will individually and collectively perform loyal and efficient work and service to the Utility and the public, protect Utility property, cooperate in advancing the Utility's program, and protect service to the public.

- (b) The Union agrees that in no event whatsoever shall any of the employees covered by this Agreement be permitted to cease or refuse continuous performance of their duties in order to coerce the Utility in a dispute. The Union agrees that if any of the employees covered herein cease or refuse work of their own volition, the Utility shall be free to obtain competent services to continue its normal operations.
- (c) The Union agrees to cooperate with the Utility in replacing any employee covered by this Agreement who is found guilty by the Union and the Utility of not performing his/her duties in a reasonable efficient manner or who consistently acts in an objectionable manner toward his/her fellow employees, the Utility or its customers.
- (d) The Union agrees that crew foreman or working supervisory leaders covered by this Agreement are responsible for conduct of field crew members consistent with Utility Work Rules and procedures, and for efficient work performance and service in the field as assigned by department management.
- (e) The Union understands and reaffirms the established Utility rule prohibiting consumption of alcoholic beverages or other intoxicating substances during working hours, at break periods, or at any meals when the employee is returning to work after the meal during a regularly scheduled

work shift. Alcoholic beverages or other intoxicating substances shall not be brought on Utility property (including City vehicles) at any time. Violation of the above shall be cause for immediate dismissal.

If an employee reports for work under the influence of alcoholic beverages and is unable to perform his/her duties and/or constitutes a safety danger to himself/herself or other employees because of this condition, the employee shall be sent home.

Theft, or misappropriation of property belonging to the City, other employees, or private citizens, shall be cause for immediate dismissal.

- (f) The Utility agrees not to prevent the continuous performance of the duties required in the normal and usual operation of the Department; but this shall not be interpreted to restrain the Utility from awarding contracts for work within the scope of this Agreement when in the judgment of the management, greater efficiency or economy would result. However, if it is decided to contract any such work, it is agreed that no employee having one year or more of seniority will be laid off or transferred to a lower classification of work.

- (g) In consideration of (b) and (c) of this section the Utility shall endeavor to handle any misunderstandings that may arise in a fair and equitable

manner and shall not coerce employees' position in application of Section 1 of Article V.

Article VI

General Regulations and Working Conditions

Section 1. Working Schedules

(a)

The regular working hours for employees of the Water Maintenance and Service Department shall be from 7:30 a.m. to 4:00 p.m., with an unpaid lunch period of one-half hour, Monday through Friday, except for employees covered in paragraph (c) below. The day's work shall begin and end at the store room.

(b)

Employees working away from headquarters at lunch time shall have the option of remaining at the job site to eat lunch or leaving the job site to go to a restaurant or shelter. In the latter case, the total time away from the job, i.e., the lunch period plus the time spent in traveling from and back to the job, shall not exceed forty-five minutes.

(c)

Employees who work on a shift basis shall work according to schedule posted at departmental headquarters. The serviceman working the day shift shall work from 8:00 a.m. to 4:30 p.m., with one-half hour for lunch. The serviceman working the evening shift shall work from 4:30 p.m. to 12:30 a.m.

Section 2. New Employees

- (a) A new employee shall be considered a probationary employee for a period of ninety calendar days, during which time the Utility can release such employee at its sole discretion without giving rise to a grievance.
- (b) Upon the completion of the above probationary period, the employee shall be placed on the seniority list as a regular employee and immediately credited with the seniority which accumulated during his/her probationary period.

Section 3. Seniority

- (a) For the purpose of this Agreement seniority (length of service in continuous employment) shall date from the first day of employment in the Water Construction Department.
- (b) The seniority of an employee shall terminate under any of the following conditions:
 - 1. When an employee is laid off for a period of more than two years.
 - 2. When a laid off employee fails to give notice of his/her intentions to return to work within forty-eight hours after the Utility has sent to his/her last known address a registered letter requesting his/her return.
 - 3. When he/she gives such notice but fails to return to work within one week after the aforesaid letter has been sent to him/her,

unless unusual circumstances prevent reporting or unless notice of resignation must be given to a secondary employer in which cases maximum two (2) weeks from date letter has been sent will apply.

4. When he/she resigns his/her employment with the Utility.
5. When he/she is discharged for just cause.
6. When he/she violates the terms of a leave of absence.
7. When he/she accepts a pension under the Public Employees Retirement Fund.
8. When absent more than three days without reporting to his/her supervisor or the office of the Superintendent of the Department.

Section 4. Layoffs

(a)

Layoffs because of lack of work shall be in accordance with the straight seniority rules, i.e., the men most recently hired in the Department will be laid off first. When adding to the forces, those in the groups most recently laid off shall be the first in the group to be re-employed, if available. When layoffs affect permanent full-time employees, the Utility will notify the Union in advance of the application of seniority provisions. Where practical a three day advance notice will be given.

- (b) All time off during any one calendar year in excess of thirty days for leaves of absence shall be deducted in computing years of service.

Section 5. Promotions

- (a) Promotions shall be made by the Department head and the Personnel/Labor Relations Director so that the most qualified man or woman is promoted. All employees shall have 30 days trial and may request reinstatement to former position or management may deem employee unqualified and return to former position.
- (b) Where fitness, ability, efficiency and work record appear to the Utility to be equal, seniority shall govern.
- (c) The Union agrees that any employee belonging to the Union cannot bid on a lower classification after bidding on and receiving a higher classification, unless he/she has served at least one (1) year on the job so received, or unless physical condition supported by competent medical doctor's statement makes it impossible for him/her to perform the job.
- (d) He/she can bid on a higher classification at any time if an opportunity presents itself.
- (e) When a full time active employee leaves the Water Maintenance and Service Department from a job classification covered by this Agreement for reasons other than layoff, the Utility, within

fifteen (15) calendar days, shall either notify the Union that the employee will not be replaced, or shall determine that a vacancy exists and shall post on its bulletin boards an invitation for bids on the vacancy. When an additional position in a job classification is to be filled, a notice shall be similarly posted. (Exceptions to this posting requirement shall be those classifications indicated in Article VII by **.).

- (f) Each such notice shall remain posted for a period of five working days; all bids must be submitted before the end of the posting period. Any selection made from among those bidding shall be posted within five additional working days. If the Department head is of the opinion that there were no qualified bidders, he/she shall so inform the Union and those who bid on the job.

Section 6. Sick and Accident Leaves

- (a) A regular employee shall accrue paid sick and personal accident leave at a rate of two and thirty-one hundredths (2.31) hours per week of full employment. The meaning of full employment for sick accrual shall mean, beside all time worked, any time off such as vacation, holidays, etc., and any approved time off such as doctor's appointments, being late for good and sufficient reasons as snow storms, etc. Employees shall accrue two and thirty-one hundredths (2.31) hours

per week for each week of employment in which the employee is in a pay status for such week, but will not accrue for such week if said employee shows there is evidence of a pattern of sick leave abuse. In no instances will sick time be accrued for full weeks of personal sick absence or occupational accident leaves or absence, layoff, disciplinary layoff, or time off not approved by the City. Sick pay will not be granted until completion of the 90 day probationary period. Sick leave shall be cumulative and carried over from year to year with no maximum limit of accumulation.

- (b) If a regular, hourly rated employee is absent from work because he/she is disabled for more than one of his/her consecutive scheduled working days, then beginning with the first day of absence from work, the employee shall be entitled to sick leave allowances, payable for the duration of that disability or until his/her sick leave credit is exhausted. Any employee who reports for work as scheduled and is sent home because of illness while at work shall be entitled to sick leave allowances for the remainder of the shift until his/her sick leave is exhausted.

- (c) When sick and accident leave allowances are being paid to an employee as a result of an on-the-job injury, any daily or weekly benefits paid him/her

under the Worker's Compensation Act shall be made over by him/her to the Utility. If a third party is judged liable or accepts liability for such injury and makes a settlement with the employee for time lost, the amount of such settlement, up to the amount actually paid to the employee by the Utility, shall also be remitted to the Utility. If the absence from work of such injured employee continues beyond the sixty working days provided in paragraph (k) so that any further allowances paid by the Utility are charged to the employee's accrued sick leave, then the hours equivalent to any benefits received for such additional period from Worker's Compensation and/or a third party shall be restored to his/her accrued sick leave upon his/her remitting such monies to the Utility. Any benefits paid the employee under a personally financed insurance policy and any third-party benefits paid for any injury not connected with the employee's job shall be exempt from the foregoing provisions.

- (d) If an employee retires, any sick leave credit to which he/she may be entitled shall terminate on the day preceding the day on which the employee retires.
- (e) If an employee becomes ill or is injured while on vacation, the scheduled vacation time shall be counted as vacation, if the disability continues

beyond the scheduled time of vacation, the sick leave allowances (if any) shall begin on the first scheduled working day after the end of the scheduled vacation.

(f) If an employee is laid off, any sick leave allowances to which he/she may be entitled shall terminate upon the effective date of the layoff if the employee has been notified of the layoff prior to the beginning of the disability. If the notice of layoff is given after the employee becomes disabled, the employee shall be entitled to his/her sick leave allowances for the duration of that disability.

(g) If an employee has been granted a leave of absence of more than thirty calendar days and the employee becomes disabled before the effective date of the leave, any sick leave allowances to which he/she may otherwise be entitled shall cease upon the effective date of the leave. If an employee becomes disabled while on any such leave of absence, he/she shall not be entitled to any sick leave allowances for that disability.

(h) To be entitled to any sick, and accident leave allowances hereunder, the employee with respect to each disability shall:

1. Be a regular employee.
2. Have sick leave credit when he/she becomes disabled.

3. Have reported the cause of his/her absence before the end of the first scheduled working day of absence.
4. Promptly present a physician's certification that he/she is disabled, if requested by the Utility.
5. Promptly adopt such remedial measures as may be commensurate with his/her disability and permit such reasonable examination and inquiries by the Utility's medical representatives, as, in the Utility's judgment, may be necessary to ascertain his/her condition.

(i) An employee on sick leave shall notify his/her supervisor as far in advance as possible of the day on which he/she intends to return to work. If he/she returns without so notifying his/her supervisor and if such return would result in extra costs and inconveniences due to rescheduling work, the employee may be sent home without pay for that day.

(j) Employees claiming absences charged to sick leave shall have the responsibility to furnish reasonable explanation of any paid absence to the Employer. In addition, thereto, where there is evidence of a pattern of sick leave abuse the Employer shall have the right to require a medical certificate for any absence claimed as sick leave until such time as the pattern of abuse no longer exists.

- (k) No paid sick leave shall be allowed for illness or injury caused by venereal diseases, use of drugs or intoxicants, or willful violence or as a consequence of working for compensation outside the Utility.
- (l) If the disability of a regular employee is caused by injury occurring in the course of employment with the Utility, the employee shall be paid from the first regularly scheduled working day of such absence and the first sixty scheduled working days of absence shall not be deducted from the accumulated sick and accident leave.
- (m) Any overpayment of sick and accident leave allowances because of an error or mistake in determining eligibility or a later discovery of relevant material facts, such as the applicability of any of the exclusions set out in paragraph (j), shall be deemed an advance to the employee and the amount thereof, upon discovery of such overpayment, shall be immediately due and payable to the employee to the Utility. In like manner, any sick and accident leave allowances for an on-the-job injury covered by other payments for time off from Worker's Compensation and/or from a third party as set out in paragraph (c) above shall be deemed an advance and the amount thereof shall be due and payable by the employee to the Utility upon his/her receipt of such other payments.

- (n) Any claim made under this section shall be for legitimate personal illness or injury only; if any employee makes a false claim or otherwise abuses the privileges established herein, he/she shall be subject to a one week layoff for the first offense and discharge for any subsequent offense.

Section 7. Leaves of Absence

- (a) Each request for leave shall be considered on an individual basis only and shall be granted or refused according to the Utility's judgment of its merit.
- (b) With the written approval of the Department Head, a maximum of thirty calendar days leave of absence in each calendar year may be granted to an employee for reasons other than illness and recuperation therefrom, provided the employee can be spared from duty. Such leave may be extended to six months with the written approval of the Personnel/Labor Relations Director of the City Utilities. Subsequent extensions may be granted with the written approval of the Personnel/Labor Relations Director up to a maximum of one (1) year, and the Union shall be notified of the extension. While on such leave, the employee shall not be deemed to have forfeited his/her seniority and rights.
- (c) In case of absence of over thirty calendar days, an employee shall be permitted to return to work

only if he/she is physically qualified to do so. If he/she remains away more than one (1) year or if he/she accepts employment elsewhere while on such leave without the written consent of the Utility, his/her employment and rights with the Utility shall be deemed to have been terminated. Any such leave taken under this section shall be without pay.

(d) It is not the policy of the Utility to grant a leave of absence for the purpose of working outside the Utility, unless unusual circumstances involving service to the City of Fort Wayne are involved.

(e) Pregnancy leave is to be treated the same as any other illness. Accrued personal sick time may be used as needed. In the event all sick time is exhausted, a Leave of Absence should be granted so that the group insurance benefits may be extended and all seniority rights protected. Arrangements to pay the insurance premium while on leave should be made with the Payroll Department. The affected employee's ability to perform the necessary duties will be determined by the attending physician and/or the City physician. When she is unable to perform her assigned duties, personal sick time accrued will be paid.

Section 8. Leaves for Union Business

- (a) Employees called upon to transact for the Union with the Utility any business which require them to be absent from duty with the Utility shall, upon twenty-four hours application and with the proper permission, be granted the necessary time off.
- (b) Employees who handle grievances or complaints shall not suffer any loss of regular pay for the time spent in processing such grievances or complaints.
- (c) Employees who serve on the Union Negotiation Committee shall be paid their regular base wages for the time spent in bargaining the terms of a new agreement. The maximum that will be paid per session shall be a regular scheduled days pay of eight hours. Not more than four such employees shall be excused from their duties at one time.
- (d) Any employee elected or appointed to an office in the Union requiring him/her to be absent from duty with the Utility shall, at the end of his/her term of office, be reinstated in his/her former position or, if such position has been eliminated, to do a job in the highest classification attained prior to holding such eliminated position with all the seniority and rights accrued as of the time he/she left the Utility to take over Union duties. Other employees shall consent to the demotions

necessary to make room for him/her on his/her return. He/she shall not be paid by the Utility during his/her absence.

Section 9. Death Leave

(a) In the case of death in an employee's and/or spouse's family (meaning (1) his/her parents, spouse or children, mother-in-law, father-in-law, grandchild, or (2) any other relative living in the same residence as part of the same household), he/she shall receive upon request a maximum of three consecutive scheduled work days off, without the loss of regular pay, for the purpose of attending the funeral and fulfilling other customary duties, as long as one of the days is the day of the funeral.

(b) If an employee attends the funeral of a brother, sister, aunt, uncle, grandfather, grandmother, brother-in-law, sister-in-law, son-in-law, or daughter-in-law who is not covered in paragraph (a) above, he/she shall not suffer a loss in his/her regular pay for such day.

Section 10. Jury Duty

(a) An employee absent from his/her duties with the Utility because of jury duty shall receive the difference between his/her base pay and the payment received for the period of jury service upon presentation of satisfactory evidence.

Section 11. Military Leave

- (a) Regular employees covered by this Agreement who serve this country in a military capacity shall be re-employed under the provisions of the Selective Service Act of 1948 and subsequent amendments and acts. An employee, as part of his/her military obligation, attending a two-week summer field training session shall be paid the difference between his base pay from the military and his normal wages from the City for a period up to but not more than two weeks per calendar year.

Section 12. Notification of Absences

- (a) When reasons beyond employee's control (such as emergency, medical or other critical or serious circumstances) cause an employee to anticipate being late or absent from work he/she shall give notice as far in advance as possible to his/her Supervisor.
- (b) If he/she does not have just cause for failing to give notice, he/she shall be subject to disciplinary action.

Section 13. Transfers

- (a) If an employee is temporarily transferred for two or more hours to a job having a higher rate of pay, he/she shall receive the highest rate of pay for the entire time so worked. If this higher rated job contains wage time steps, he/she shall first enter the job at the first step and shall

accumulate credit for time spent on that job. He/she shall receive either his/her own rate or the rate of the step he/she enters, whichever is greater.

- (b) If an employee is temporarily transferred to a job having a lower rate of pay, he/she shall not suffer a reduction in his/her rate of pay.
- (c) If an employee is permanently assigned after a successful bid to another job he/she shall receive the rate of pay of the job.
- (d) If an employee covered under Article VII is transferred, promoted or appointed to a job with the Utility not covered by that Article, he/she shall, upon the expiration of that job or of his/her tenure in that job, be restored to his/her former position or, if such position has been eliminated, to a job in the highest classification attained prior to holding such eliminated position, with all the seniority and rights accumulated during his/her absence. However, effective with transfers made on or after February 11, 1973, should the transfer extend beyond one year, except for promotion to management in the Water Maintenance and Service Department, an employee's seniority and rights shall be frozen after the transfer shall have extended for one year. In the event the employee is returned to the Water Maintenance and Service Department, he/she shall be restored

to his/her former position, or, in the event his/her seniority shall not entitle him/her to that position, to a job to which his/her seniority entitles him.

The seniority and rights of employees transferred in the past from Water Maintenance and Service Department and who, as of February 11, 1973, hold jobs with the Utility not covered by Article VII, are set forth in a separate letter of intent effective as of February 11, 1973.

Section 14. Vacations

- (a) After completing his/her first six months of continuous service, a new employee shall receive one week of paid vacation in the current calendar year. After completing his/her first twelve months of continuous service, he/she shall receive two weeks of paid vacation in the current calendar year. In no such case, however, shall he/she be eligible for more than two weeks of paid vacation in one calendar year.
- (b) During the subsequent years of continuous service, the employee, shall receive two weeks of paid vacation in the current calendar year. However, during the calendar year in which he/she completed ten or more years of continuous service, he/she shall receive three weeks of paid vacation in the current calendar year and during the calendar year in which he/she completes fifteen or more years of

continuous service he/she shall receive four weeks of paid vacation in the current calendar year and during the calendar year in which he/she completes twenty-five or more years of continuous service he/she shall receive five weeks of paid vacation in the current calendar year.

- (c) In addition to four weeks of paid vacation, each employee with twenty or more years of continuous service shall receive during each calendar year upon at least twenty-four hours notice one day of paid personal leave in addition to the two personal days after one year service. Twenty-four hours notice may be waived in case of emergency as determined by Department Head.
- (d) Vacations must in general be taken in the calendar year in which they fall due. No paid vacation shall be carried over to another year unless approved in advance by the Personnel/Labor Relations Director for reasons of mutual convenience.
- (e) If an employee is called back to work on one or more of the days for which he/she is receiving vacation pay, he/she shall be paid double time on such day or days. Any time worked on a day for which he/she is not receiving vacation pay shall be paid for according to the standard overtime provisions of Section 16.
- (f) In order to avoid disrupting the working schedule, the Utility shall designate the vacation periods.

When setting the schedule of vacations, the Utility shall respect the wishes of the employees in order of their seniority as far as the needs of its services will permit.

(g) Except as provided for in the following paragraph, when an employee with more than six months but less than fifteen years of continuous service leaves the service of the Utility, an adjustment in his/her final pay shall be made for vacation taken before being fully accrued.

(h) No adjustment of his/her final pay shall be made for vacation accrued but not taken in the case of an employee discharged for cause or in the case of any employee who voluntarily terminates his/her employment without giving the Utility at least two weeks of notice.

(i) In the event of the death of an employee who has earned but not used his vacation for the contract year in which death occurred, his beneficiary or estate shall receive an amount equivalent to his earned vacation plus pro rated vacation for the year in which the death occurs.

Section 15. Legal Holidays

(a) Holidays, within the meaning of this Agreement shall be:

New Year's Day	Labor Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Decoration Day	The Friday after Thanksgiving

Independence Day	Christmas Day
Primary Election Day	Day before Christmas Day
General Election Day	Day before New Year's Day

or days celebrated for the foregoing.

Holidays falling on Sunday shall be celebrated on the following Monday. Holidays falling on Saturday, shall be celebrated on the preceding Friday.

- (b) Each hourly rated employee covered herein, subject to the limitations of the following paragraph (c), shall be allowed as holiday pay, the equivalent of his/her regular straight time base pay for each of the holidays recognized in this Agreement, whether such holiday falls on his/her regularly scheduled work day or not.
- (c) The aforesaid holiday pay shall not be allowed to an employee who is absent from work on the scheduled work day previous to or following the holiday unless a reason satisfactory to the Utility is given.
- (d) If an employee works his/her regular shift on a holiday, his/her holiday pay shall include any shift premium applicable to the shift hours being worked; in addition, he/she shall receive double time his/her regular straight time pay, including any applicable shift premium, for the shift hours actually worked.
- (e) All other time worked on holidays except as may be provided elsewhere, shall be paid for at double the straight time rate of pay.

Section 16. Personal Time

- (a) Separate and independent of vacation and sick leave allowances, employees under this agreement shall receive two (2) days personal time each calendar year commencing with the completion of one (1) year's service.
- (b) Personal time will be taken separately from any vacation time, and must be approved by management at least one (1) working day prior to the request for such personal day. In the event of an emergency as determined by Department Head, the one (1) working day notice may be waived.

Section 17. Premium Pay-Overtime

- (a) Except as otherwise provided herein, an hourly rated employee shall be paid time and one-half (1) for all hours worked outside his/her regularly scheduled working hours and (2) for all scheduled hours in excess of forty (40) hours per week. Except as provided elsewhere, double time shall be paid for work on Sundays, time worked on holidays shall be paid for as set out in Section 15, entitled "Legal Holidays."
- (b) An hourly rated shift employee whose regularly scheduled work day falls on Sunday shall be paid straight time for that day. If called upon to work on the first of his/her two scheduled days off, he/she shall be paid double time; if called upon to work on the second of his/her two sched-

uled days off, he/she shall be paid time and one-half; however, if such work is made necessary because the employee is making a change of shifts, overtime pay shall not be required under this paragraph.

- (c) Whenever hours worked are subject to overtime rates on account of two or more provisions of this Agreement, only one overtime rate shall be effective. If the overtime rates are different, the higher rate shall be applied. Notwithstanding any other provision of this Agreement, in no event shall the combination of overtime pay plus holiday or other pay applying to the hours worked be greater than triple time.

- (d) As far as it is practicable, all overtime work shall be equally and impartially divided among the employees who generally work on the class of work being performed at the overtime rates. This provision shall not be interpreted to limit the Superintendent of the Department in re-scheduling work or temporarily transferring employees to avoid overtime work if possible. In addition, management may not add second and third shifts to avoid paying overtime unless mutually agreed between union and management.

- (e) A minimum of three hours at the applicable overtime rate shall be allowed to all employees who are called back to work after they have been

released from their regular day's work. Time shall start when the employees are called, however, all time exceeding forty-five minutes between the time of call and the time of reporting for work shall not be paid for.

- (f) Line Crew called back for an emergency and working more than one hour between the hours of 12 midnight and 5:00 a.m., shall be entitled to a rest period extending into his/her immediately following regular scheduled work day without loss of pay for such period. The length of the extension into such work day shall be equal to the hours worked between midnight and 6:00 a.m., but shall not exceed four hours. A callout made after 4:00 a.m., shall not entitle the employee or employees affected to a paid rest period. Pay for all callouts shall be as provided elsewhere in this Agreement.

- (g) Paid Meal Period: The Utility shall make available to employees who are required to work overtime those meals which they would normally eat at home or which, because of their being called out for such work, they would not be able to provide for themselves. To this end, therefore:

1. If an employee is required to work continuously as much as one and one-half (1½) hours beyond the normally scheduled working hours, he/she shall receive, in addition to over-

time, a meal which shall be furnished him/her by the Utility; or, if a meal is not so furnished, he/she shall be paid the sum of two dollars and fifty cents (\$2.50) for such meal.

2. Reasonable time, but not more than thirty (30) minutes shall be allowed for a meal and counted as time worked when overtime work is thereafter continued a minimum of three (3) hours.
3. If an employee is called out for overtime work and one and one-half ($1\frac{1}{2}$) hours or more prior to his/her regularly scheduled starting time and continues to work his/her stated schedule of work, he/she shall receive in addition to overtime for the hours prior to the start of his/her stated schedule of work, a meal which shall be furnished by the Utility; or, if a meal is not so furnished, he/she shall be paid the sum of two dollars and fifty cents (\$2.50) for such meal. If an employee so called out does not bring his/her lunch, he/she shall have a noon meal furnished; or, if such noon meal is not furnished, he/she shall be paid the sum of two dollars and fifty cents (\$2.50) for such meal.

4. When work continues beyond one and one-half ($1\frac{1}{2}$) hours after scheduled quitting time, an additional meal shall be furnished at intervals of not more than four (4) hours commencing one and one-half ($1\frac{1}{2}$) hours after scheduled quitting time if the employee continues to work through each such interval.
5. If an employee is called out after quitting time or is notified to return the same day for work where there is elapsed time from the completion of his/her regular work schedule to the beginning of such work and if he/she then works four (4) hours or more, a meal shall be furnished at the end of each interval of four (4) hours during the period terminating one and one-half ($1\frac{1}{2}$) hours before his/her scheduled starting time.
6. Reasonable time, but not more than thirty (30) minutes, shall be allowed for meals and counted as time worked if an employee foregoes the scheduled meal one and one-half ($1\frac{1}{2}$) hours after regular quitting time and continues to work an additional one and one-half ($1\frac{1}{2}$) hours.
7. The time paid for eating a meal as provided for in item (2) of this section shall not be included for the purpose of computing the elapsed time in the next four (4) hour inter-

vals at the end of which an employee would be entitled to a meal in accordance with item (4) or (5) of this section.

8. If any of these provisions call for furnishing more than one (1) meal in a four (4) hour period, only (1) meal shall be furnished.

9a. The cost of meals which are eaten by the employees and for which the Utility pays under the provisions of this section shall not be limited to two dollars and fifty cents (\$2.50), but to a reasonable amount expended by the employee for such meal.

b. It is expected that the obtaining of meals will not interfere with the restoration of service during emergencies. The ranking supervisor at the scene of the emergency will determine the time to stop for meals.

c. Unless the Utility has previously arranged to pay for such meals, the employee shall pay for same and shall be reimbursed by his/her supervisor upon producing receipts or other proper evidence of such payments.

(h) A shift premium of twenty cents (20¢) per hour shall be paid for all the hours actually worked of a shift having 50% or more of the shift hours scheduled between 6:00 p.m. and 12:00 midnight; a shift premium of twenty-five cents (25¢) per hour

shall be paid for all hours actually worked of a shift having 50% or more of the shift hours scheduled between 12:00 midnight and 6:00 a.m.

(i) In computing overtime pay for shift work, the overtime factor shall be applied to the base rate and the applicable shift premium payment then shall be applied. There shall be no pyramiding of overtime.

(j) Foremen and/or their designated replacements are to be paid on standby as scheduled by management on a rotating basis for Saturday and Sunday. Employee on standby shall receive regular rate of pay for the hours between 7:30 a.m. and 4:00 p.m. for a total of eight (8) hours each day. In the event of an emergency call in, all hours worked shall be paid at applicable overtime rates in the contract. In addition, all hours not worked for the remainder of the shift, 7:30 a.m. to 4:00 p.m. shall be paid at the regular standby rate.

Section 18. Full Employment and Weather Conditions

(a) Regular employees of the Utility shall be furnished and paid for fulltime employment in accordance with the working schedules of the various classifications, provided they are ready and able to perform the work.

(b) The Utility and the Union recognize the fact that temperature, wind or precipitation or varying combinations of these factors may produce weather

conditions under which work should continue only in the event of an emergency.

- (c) A Serviceman and a helper shall be assigned to a truck when work becomes hazardous due to abnormal operating conditions.
- (d) The Union recognizes that the outside worker, in electing to follow outside work, accepts reasonable discomfort from precipitation, minimums of temperature and maximums of wind and that such reasonable discomfort should not justify suspension of work.
- (e) The Utility recognizes that when certain limits of temperature, wind velocity or precipitation are exceeded, outside work should be suspended or modified, whenever possible.
- (f) Therefore, it is agreed that when the wind velocity is 20 mph or more and the temperature is 15 degrees Fahrenheit or lower, or when the temperature alone is zero degrees Fahrenheit or lower, outside work shall be suspended except for an emergency. An emergency shall exist when public property, Utility property or public health and safety are endangered or when continuity of Utility service is threatened or interrupted. This means, any combined wind velocity and temperature degrees Fahrenheit can be used as long as the combination of the two does not go above minus 17 degrees Fahrenheit wind chill factor, the

employees will not have to go out except under emergencies.

- (g) The Crew Leader and the employees on his/her crew shall confer on borderline situations arising in the field and shall attempt to reach an agreement. When controversies are not resolved, they shall be immediately referred to the Department Supervisor for decision.

Section 19. Retirement

- (a) Employees shall be retired on or before December 31 of the Calendar Year in which they reach the age of 70.
- (b) Severance pay shall be granted to employees who retire under the terms of any of our recognized retirement programs. These programs shall include the Public Employee's Retirement Fund and the Social Security Program. Eligibility for Severance pay shall be restricted to employees with a minimum of five consecutive years of service under the terms of this agreement immediately prior to retirement. An employee's severance pay benefits shall be computed at the rate of \$8.00 for each eight hours of accumulated sick leave credited to the employee just before his/her retirement. In the event of an employee's death, his/her accumulated sick time shall be paid at the rate of \$8.00 for each 8 hours accumulated to the employee's beneficiary.

(c)

Pension Fund

All bargaining unit employees shall be covered by the Public Employees' Retirement Fund of Indiana (PERF) and will be credited with all prior service with the employer whether previously covered by PERF, Municipal Utilities Pension Fund (MUPF), or no pension plan. Employees with broken service will be credited for past service on a cumulative basis provided no withdrawals of contributions have been made, the Administrator of the PERF Plan shall determine whether periods of service for which a withdrawal was made will be credited and the conditions which must be met in order to receive such credit.

In cases where previous service was credited under MUPF and refunds were made from that Plan, broken service for which a refund was made will not be credited unless affected employees repay to the City Utilities the amount refunded by MUPF.

(d)

Employees who retire under the terms of any of our recognized retirement programs with a minimum of five consecutive years of service shall be eligible to participate in the current retiree's group health plan at the rate determined by the carrier.

Section 20. Protective Equipment

(a)

If an employee does not use the protective equipment furnished by the Utility according to the safety rule set by the Utility, then, after writ-

ten warning, he/she shall be subject to disciplinary action.

- (b) The Utility shall pay one-half toward the cost of safety shoes, (limit of two pair a year - the Utility will pay a maximum of \$25.00 per pair), and the Utility shall also pay one-half toward the cost of one pair of industrial safety glasses as approved by Safety Department with receipt of purchase (limit of one pair a year - the Utility will pay a maximum of \$25.00). The Utility will not pay any cost incurred by or in connection with a prescription that may be needed to acquire safety glasses. If the safety glasses are broken in the work area, when working, the Utilities will replace them at the entire cost to the Utility.
- (c) Uniforms shall be worn by all employees represented by the bargaining unit. Such uniforms shall be furnished by the Utility at no cost to the employee.

Section 21. Group Insurance

- (a) The employer agrees that Group Hospital, Surgical and Health Insurance shall be extended to all bargaining unit employees and will remain in full force and effect for the life of this Agreement at a cost of \$1.20 per year per employee, regardless of whether coverage provided is for individual, individual and spouse, individual and children, or individual and family, and will remain in full

force and effect for the life of this agreement, except that none of the above said benefits shall be applicable under the conditions of Article VI, Section 20, under new Section D.

(b) Each employee who holds a City Group Hospital, Surgical, and Health Insurance Policy shall be extended a Group Life, Accidental Death, Dismemberment and loss of Sight Policy at the amount of \$15,000.00 and will remain in full force and effect for the life of this agreement except that none of the above said benefits shall be applicable under the conditions of Article VI, Section 20, paragraph D.

(c) Each employee who retires under one of the paragraph (b), Section 18, Article VI, and who has at least eight (8) years of continuous service at retirement shall receive \$5,000 Term Life Insurance Policy for the rest of their life.

(d) Termination of Insurance

All Hospital, Surgical, Health and Life Insurance Policies will terminate for the following reasons:

1. Termination of Employment
2. Thirty (30) days after date of layoff
3. Utility employees on legitimate regular, illness or Maternity Leave of Absence will be covered under the Utility insurance Plans for thirty (30) calendar days. In case of illness leave this will not apply until after all accrued sick leave is exhausted.

If the Utility employee elects to extend such Insurance Coverage beyond the thirty (30) calendar day coverage, he/she may do so by contacting the Payroll Department and arrange to pay the full insurance premium at the existing rate at the time of, and any rate changes that may occur during, the leave of absence.

Employees exceeding the thirty (30) day regular, illness, or maternity leave who elects to return to work and is physically and contractually qualified, will bump the employee having the least seniority in his/her classification. If the employee returning from such leave of absence doesn't qualify for such job he/she will be laid off. The employee no longer required shall be laid off.

4. Strike or slow down.

Slow down defined as inactivities which interfere with the Utilities normal operations and would be determined by a third party agreeable by both parties.

(e) Eligibility for Insurance

New employees actively at work on the first (1st) day following thirty (30) days of employment shall be eligible for all insurance plans covered under this agreement.

WATER MAINTENANCE AND SERVICE DEPARTMENT

SCHEDULE A

Effective January 1, 1983, the wage schedule for regular authorized positions, in hourly terms are as follows:

	<u>First 3 Months</u>	<u>4 thru 9 Months</u>	<u>10 thru 15 Months</u>	<u>Over 15 Months</u>
Chief Utility Plumber	8.19	----	----	8.19
Plumber Crew Leader	8.034	8.18	8.326	8.326
Maintenance Crew Leader	7.904	8.05	8.196	8.196
Meter Shop Leader	7.774	7.92	8.066	8.066
Dispatcher	7.189	7.279	7.352	7.442
Back Hoe Operator	7.446	7.553	7.654	7.654
Utility Person	7.137	7.239	7.351	7.463
Laborer II***	6.572	6.640	6.724	6.724
Laborer I**	6.179	6.263	6.342	6.438
Large Meter Repairer and Investigator	7.878	8.024	8.170	8.170
Meter Changer and Maintenance Plumber	7.089	7.179	7.252	7.342
Valve Truck Operator A	7.203	7.321	7.416	7.512
Valve Truck Operator B	7.085	7.187	7.299	7.411
Hydrant & Maintenance Person	7.267	7.369	7.481	7.593
Tandem Driver	7.063	7.141	7.22	7.304
Service Person*	7.255	7.373	7.468	7.564
Complaint Person	7.389	7.491	7.552	7.726
Storekeeper	7.774	7.92	8.066	8.066
Assistant Storekeeper	7.143	7.258	7.368	7.470
Small Meter Repairer	6.342	6.438	6.505	6.505

	<u>First 3 Months</u>	<u>4 thru 9 Months</u>	<u>10 thru 15 Months</u>	<u>Over 15 Months</u>
Senior Meter Repairer	6.878	6.984	7.085	7.180
Watch Maintenance and Communications Operator	6.223	6.538	6.605	6.605
Temporary Student Laborer	5.202	----	----	5.202
Senior Clerk**	6.003	6.17	6.339	6.520
Junior Clerk**	4.783	5.008	5.232	5.457

NOTE: Any employee in the Building Service-Telephone & Radio Operator position who is solely responsible for radio dispatch, telephone answering and emergency crew call-ins for two or more hours in any one shift will receive an additional 15¢ per hour for all actual hours worked on that shift.

*Shift Premium will be paid for regularly scheduled shift hours actually worked.

**Vacancies in these classifications may be filled by the Utility without going through the posting and bidding procedures provided in Article VI, Section 5.

***Department Superintendent may reclassify employees completing Laborer I step rates to Laborer II based upon fitness, ability, efficiency and work record, with recommendations of Construction and/or Service Supervisors, and/or other working leaders. There shall be no posting or bid for Laborer II.

WATER MAINTENANCE AND SERVICE DEPARTMENT

SCHEDULE A

Effective January 1, 1984, the wage schedule for regular authorized positions, in hourly terms are as follows:

	<u>First 3 Months</u>	<u>4 thru 9 Months</u>	<u>10 thru 15 Months</u>	<u>Over 15 Months</u>
Chief Utility Plumber	8.625	----	----	8.625
Plumber Crew Leader	8.469	8.615	8.761	8.761
Maintenance Crew Leader	8.339	8.485	8.631	8.631
Meter Shop Leader	8.209	8.355	8.501	8.501
Dispatcher	7.624	7.714	7.787	7.877
Back Hoe Operator	7.881	7.988	8.089	8.089
Utility Person	7.572	7.674	7.786	7.898
Laborer II***	7.007	7.075	7.159	7.159
Laborer I**	6.614	6.698	6.777	6.873
Large Meter Repairer and Investigator	8.313	8.459	8.605	8.605
Meter Changer and Maintenance Plumber	7.524	7.614	7.687	7.777
Valve Truck Operator A	7.638	7.736	7.851	7.947
Valve Truck Operator B	7.520	7.622	7.734	7.846
Hydrant & Maintenance Person	7.702	7.804	7.916	8.028
Tandem Driver	7.498	7.576	7.655	7.739
Service Person*	7.690	7.808	7.903	7.999
Complaint Person	7.824	7.926	7.987	8.161
Storekeeper	8.209	8.355	8.501	8.501
Assistant Storekeeper	7.578	7.693	7.803	7.905
Small Meter Repairer	6.777	6.873	6.94	6.94
Senior Meter Repairer	7.313	7.419	7.520	7.615
Watch Maintenance and Communications Operator	6.658	6.973	7.040	7.040
Temporary Student Laborer	5.637	----	----	5.637
Senior Clerk**	6.438	6.605	6.774	6.955
Junior Clerk**	5.218	5.443	5.667	5.892

NOTE: Any employee in the Building Service-Telephone & Radio Operator position who is solely responsible for radio dispatch, telephone answering and emergency crew call-ins for two or more hours in any one shift will receive an additional 15¢ per hour for all actual hours worked on that shift.

*Shift Premium will be paid for regularly scheduled shift hours actually worked.

**Vacancies in these classifications may be filled by the Utility without going through the posting and bidding procedures provided in Article VI, Section 5.

***Department Superintendent may reclassify employees completing Laborer I step rates to Laborer II based upon fitness, ability, efficiency and work record, with recommendations of Construction and/or Service Supervisors, and/or other working leaders. There shall be no posting or bid for Laborer II.



The City of Fort Wayne

WHEREAS, this Agreement exists between the City of Fort Wayne, Indiana and the International Brotherhood of Firemen and Oilers, Local No. 7, AFL/CIO, and

WHEREAS, the International Brotherhood of Firemen & Oilers, Local No. 7, have had this collective bargaining relationship with City Utilities since the 1940's and have been recognized as the sole Collective Bargaining Agent for the employees of the Water Maintenance and Services Department, then

THEREFORE, be it resolved this Agreement shall become effective as a formal Agreement between the parties on this 1st day of January, 1983.

City of Fort Wayne,
Indiana

Winfield C. Moses, Jr.
Mayor

James M. Huntline, Sr.
James M. Huntline, Sr.
Director of Personnel
and Labor Relations

Matthew W. Collins
Matthew W. Collins
Personnel Officer

John C. Moran
John C. Moran
Superintendent W.M.&S.

International Brotherhood of
Firemen & Oilers, Local #7
AFL/CIO

John M. Code
John M. Code
President

Patrick C. O'Connor
Patrick C. O'Connor
Business Representative

Ray Poczeka
Ray Poczeka
Business Representative

William Simmons
William Simmons
Union Steward



The City of Fort Wayne

ADDENDUM to AGREEMENT
of January 1, 1983 between
THE CITY OF FORT WAYNE, INDIANA, and
THE INTERNATIONAL BROTHERHOOD OF FIREMEN & OILERS,
LOCAL NO. 7, AFL-CIO


The following amendments are hereby mutually agreed upon by and between the City of Fort Wayne and The International Brotherhood of Firemen & Oilers Local No. 7:

1. The Agreement effective January 1, 1983, through December 31, 1984, is hereby extended to remain in force and effect through December 31, 1985.

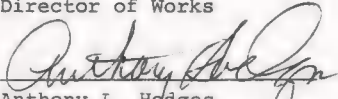
2. Notice of cancellation or requests for amendment shall be submitted no later than October 1, 1985.

3. Wage Schedule B, which reflects an increase of 5 percent in all listed classification rates, is hereby made a part of this Agreement.

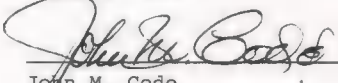
FOR THE CITY:

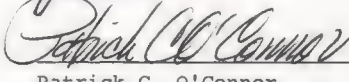

Win C. Moses, Jr.
Mayor

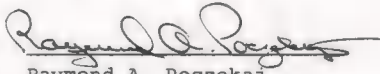
David J. Kiestler
Director of Works

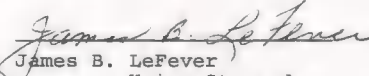

Anthony L. Hodges
Director of Labor Relations

FOR THE UNION:


John M. Code
President


Patrick C. O'Connor
Business Representative


Raymond A. Poczekaj
Business Representative


James B. LeFever
Union Steward

An Equal Opportunity Employer

One Main Street. Fort Wayne, Indiana 46802

I.B.F.O. #7

WATER MAINTENANCE & SERVICE DEPARTMENT

Schedule B

Effective January 1, 1985, the wage schedule for regular authorized positions, in hourly terms, is as follows:

	<u>First 3 Months</u>	<u>4 thru 9 Months</u>	<u>10 thru 15 Months</u>	<u>Over 15 Months</u>
Chief Utility Plumber	9.056	---	---	9.056
Plumber Crew Leader	8.892	9.046	9.199	9.199
Maintenance Crew Leader	8.756	8.909	9.063	9.063
Meter Shop Leader	8.619	8.773	8.926	8.926
Dispatcher	8.005	8.100	8.176	8.271
Backhoe Operator	8.275	8.387	8.493	8.493
Utility Person	7.951	8.058	8.175	8.293
Laborer II ***	7.357	7.429	7.517	7.517
Laborer I **	6.945	7.033	7.116	7.217
Large Meter Repairer & Investigator	8.729	8.882	9.035	9.035
Meter Changer & Maintenance Plumber	7.900	7.995	8.071	8.166
Valve Truck Operator A	8.020	8.144	8.244	8.344
Valve Truck Operator B	7.896	8.003	8.121	8.238
Hydrant & Maintenance Person	8.087	8.194	8.312	8.429
Tandem Driver	7.873	7.955	8.038	8.126
Service Person *	8.075	8.198	8.298	<u>8.399</u>
Complaint Person	8.215	8.322	8.386	8.569
Storekeeper	8.619	8.773	8.926	8.926
Assistant Storekeeper	7.957	8.078	8.193	8.300
Small Meter Repairer	7.116	7.217	7.287	7.287
Senior Meter Repairer	7.679	7.790	7.896	7.996
Watch, Maintenance, & Communications Operator	6.991	7.322	7.392	7.392
Temporary Student Laborer	5.919	---	---	5.919
Senior Clerk **	6.760	6.935	7.113	7.303
Junior Clerk **	5.479	5.715	5.950	6.187

WATER MAINTENANCE AND SERVICE DEPARTMENT

SCHEDULE B - Continued

- NOTE: *** Department Superintendent may reclassify employees completing Laborer I step rates to Laborer II based upon fitness, ability, efficiency, and work record, with recommendations of Construction and/or Service Supervisors, and/or other working leaders. There shall be no posting or bid for Laborer II.
- ** Vacancies in these classifications may be filled by the Utility without going through the posting and bidding procedures provided in Article VI, Section 5.
- * Shift Premium will be paid for regularly scheduled shift hours actually worked.

Any employee in the Building Service-Telephone & Radio Operator position who is solely responsible for radio dispatch, telephone answering, and emergency crew calls for two or more hours in any one shift will receive an additional 15¢ per hour for all actual hours worked on that shift.



The City of Fort Wayne

ADDENDUM TO AGREEMENT

of January 1, 1983 between

THE CITY OF FORT WAYNE, INDIANA, and

THE INTERNATIONAL BROTHERHOOD OF FIREMEN & OILERS,

LOCAL NO. 7, AFL-CIO

A. The following rate adjustments are hereby mutually agreed upon by and between the City of Fort Wayne and The International Brotherhood of Firemen & Oilers Local No. 7:

1. Chief Utility Plumber; rate increase of \$.135 per hour.
2. Plumber Crew Leader; rate increase of \$.10 hour.
3. Large Meter Repairer & Investigator; rate increase of \$.085 per hour.
4. Valve Truck Operator A; rate increase of \$.143 per hour.
5. Senior Meter Repairer; rate increase of \$.285 per hour.
6. Senior Clerk; rate increase of \$.175 per hour.
7. Junior Clerk; rate increase of \$.578 per hour.

Increases listed above are effective June 10, 1985. All other rates remain as listed in Schedule B effective January 1, 1985.

B. The classification of Remote Meter Installer is hereby added to the Agreement, effective June 10, 1985. Rates for this classification shall be:

First 3 Months	4 thru 9 Months	10 thru 15 Months	Over 15 Months
\$7.975	\$8.098	\$8.198	\$8.30

FOR THE CITY:

David J. Kiestner

David J. Kiestner
Director of Works

Cletus R. Edmonds
Cletus R. Edmonds
Director of Labor Relations

FOR THE UNION:

John M. Code
John M. Code
President

Patrick C. O'Connor
Patrick C. O'Connor
Business Representative

Raymond A. Poczekaj
Raymond A. Poczekaj
Business Representative

James B. LeFever
James B. LeFever
Union Steward

An Equal Opportunity Employer

One Main Street, Fort Wayne, Indiana 46802

I.B.F.O. #7

WATER MAINTENANCE & SERVICE DEPARTMENT

Schedule B

Effective June 10, 1985, the wage schedule for regular authorized positions, in hourly terms, is as follows:

	<u>First 3 Months</u>	<u>4 thru 9 Months</u>	<u>10 thru 15 Months</u>	<u>Over 15 Months</u>
Chief Utility Plumber	9.191	---	---	9.191
Plumber Crew Leader	8.992	9.146	9.299	9.299
Maintenance Crew Leader	8.756	8.909	9.063	9.063
Meter Shop Leader	8.619	8.773	8.926	8.926
Dispatcher	8.005	8.100	8.176	8.271
Backhoe Operator	8.275	8.387	8.493	8.493
Utility Person	7.951	8.058	8.175	8.293
Laborer II ***	7.357	7.429	7.517	7.517
Laborer I **	6.945	7.033	7.116	7.217
Large Meter Repairer & Investigator	8.814	8.967	9.12	9.12
Meter Changer & Maintenance Plumber	7.900	7.995	8.071	8.166
Valve Truck Operator A	8.163	8.287	8.387	8.487
Valve Truck Operator B	7.896	8.003	8.121	8.238
Hydrant & Maintenance Person	8.087	8.194	8.312	8.429
Tandem Driver	7.873	7.955	8.038	8.126
Service Person *	8.075	8.198	8.298	8.399
Complaint Person	8.215	8.322	8.386	8.569
Storekeeper	8.619	8.773	8.926	8.926
Assistant Storekeeper	7.957	8.078	8.193	8.300
Small Meter Repairer	7.116	7.217	7.287	7.287
Senior Meter Repairer	7.964	8.075	8.181	8.281
Watch, Maintenance, & Communications Operator	6.991	7.322	7.392	7.392
Temporary Student Laborer	5.919	---	---	5.919
Senior Clerk **	6.935	7.11	7.288	7.478
Junior Clerk **	6.057	6.293	6.528	6.765
Remote Meter Installer	7.975	8.098	8.198	8.30



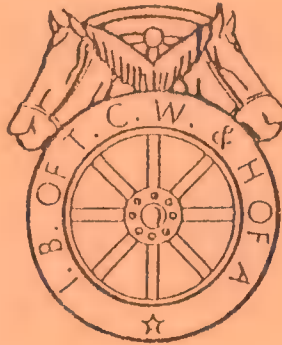
AGREEMENT

BETWEEN



CITY OF FORT WAYNE, INDIANA

and



CHAUFFEURS, TEAMSTERS AND HELPERS
LOCAL UNION No. 414

1-1-86 thru 12-31-88



AGREEMENT
 WATER POLLUTION CONTROL MAINTENANCE DEPARTMENT
 C.T.H. #414
 1986 - 1988

	<u>Page</u>
Preamble	1
Article I	1
Section 1	1
Section 2	2
Article II	3
Section 1	5
Article III	7
Article IV	8
Article V	8
Article VI	9
Article VII	12
Article VIII	13
Section 1	13
Section 2	15
Article IX	17
Article X	19
Section 1	19
Section 2	20
Section 3	21
Article XI	21
Article XII	22
Article XIII	23
Article XIV	24
Article XV	31
Article XVI	31
Article XVII	31
Article XVIII	35

Article XIX	Special Leaves	36
Section 1	Leaves of Absence	36
Section 2	Leaves for Union Business	38
Section 3	Death Leave	39
Section 4	Jury Leave	40
Section 5	Military Leave	40
Article XX	Retirement	41
Article XXI	Safety Procedures	42
Article XXII	Insurance Coverage	43
Article XXIII	Separability and Savings	45
Wage Schedules	Schedule A	47

Preamble

This Agreement is entered into by and between the City of Fort Wayne, Indiana, referred to hereafter as the Employer, and Chauffeurs, Teamsters, and Helpers Local No. 414 (Affiliate of the International Brotherhood of Chauffeurs, Teamsters, Warehousemen and Helpers of America) referred to hereafter as the Union: Furthermore, whenever the male gender is used in this agreement, it shall include the female gender where applicable.

Witnesseth: To facilitate the peaceful adjustment of differences that may arise and to promote harmony and efficiency for the mutual benefit of the Employer, the Union and the general public, the parties to this Agreement have agreed together as follows:

Article I

Period of Agreement

Section 1. Working Agreement

- (a) This Agreement shall take effect at the conclusion of satisfactory negotiations, but not before the 1st day of January, 1986, and shall continue in force and effect through the 31st day of December, 1988, and from year to year thereafter, unless it is cancelled or amended.
- (b) Notice of cancellation or requests for amendment shall be submitted no later than October 1, 1988,

or October 1 of any subsequent year. If amendments are desired, the contents of the amendments shall accompany the notice. If agreement has not been reached on or before November 30, 1988, or November 30 of any subsequent year and if either party considers the negotiations to date to be unsatisfactory, then either party shall have the prerogative of issuing a thirty-day cancellation notice to be effective on December 31, 1988, or on the anniversary date of any subsequent year. During this notice period, both parties agree to continue negotiations in an effort to reach a settlement.

- (c) Changes in the working agreement agreeable to both parties may be made at any time.

Section 2. Wage Schedules

- (a) The wage and salary rates set out in Schedule A shall take effect at the conclusion of satisfactory negotiations, but not before the first day of January, 1986. Either party may request a wage reopener no later than October 1, 1986 and/or October 1, 1987. Should such a request be made and should negotiations produce a wage schedule other than as set forth in Schedule A of this Agreement, the effective date of such adjustment shall be January 1, 1987, or the first day of the payroll period during which a settlement is reached, whichever is later. Such subsequent wage

schedule shall remain in effect through December 31, 1987, or until the first day of the payroll period during which a subsequent settlement is reached, whichever is later.

- (b) Changes in the wage schedule agreeable to both parties can be made at any time. Such request will be made in writing by the Union and will be answered in sixty (60) calendar days by the Employer. If changes are made by the Employer the Union will be informed of such changes.

Article II

Union Recognition

- (a) The Employer recognizes the Union as the exclusive bargaining agent for all its employees within the Water Pollution Control Maintenance Department in the Job Classifications listed in Schedule A, concerning their hours, wages and other conditions of employment. It is agreed that this Agreement applies to all the types of work usually performed by such employees.
- (b) The Employer agrees not to interfere with the rights of its employees to become members of the Union and shall not discriminate against any employee because of membership or official position in or lawful activities on behalf of the Union.
- (c) With proper authorization, including voluntary written wage assignments from employees who are

covered by this Agreement and who are members of the Union, the Employer shall deduct each month from the earnings of each of said employees an agreed upon amount representing regular monthly union dues and shall remit such monies together with the appropriate records to the proper Union official. Any individual wage assignment may be revoked by the employee by giving proper written notice to the Employer and the Union. In the event of any overcharge already remitted to the Union, it shall be the responsibility of the Union alone to adjust the matter with the employee overcharged. In the event of an undercharge, the Employer shall make the necessary additional deductions in the next succeeding month or months. In any case, the Employer's responsibility shall not go beyond exercising normal and usual care in carrying out its obligations under the paragraph; the Union will protect the Employer from any and all further liabilities and claims which may arise under this paragraph.

- (d) Any concerted action on the part of the Union, such as strike and slow downs, will result in the Union Dues Checkoff being suspended for one (1) year starting from the day of such strike or slow down.
- (e) Authorized agents of the Union shall have access to the Employer's establishment during working

hours for the purpose of adjusting disputes, investigating working conditions, collecting dues and ascertaining that the agreement is being adhered to, providing, however, that there is no interruption of the Employer's working schedule. If the Employer request it, the agents of the Union shall notify the employer of their presence on the premises.

- (f) Should a dispute arise between the Union and any other Union relating to jurisdiction over employees or operation covered by this Agreement, the dispute shall be resolved by the Personnel/Labor Relations Director and the appropriate representatives or tribunals of the Unions concerned.

Section 1.

Agency Shop

- (a) As a condition of continued employment, all employees whose job classifications are covered by this Agreement and who elect not to become members of the Union (1) shall pay to the Union directly an amount equal to the Union's initiation fee and (2) shall thereafter pay to the Union each month, either directly or through payroll deductions, an amount equal to the regular monthly dues and fees in effect for other employees in the bargaining unit who are members of the Union. Each employee who subsequently enters a bargaining unit job

shall begin such payments in the month in which he completes his first three months of service in such job.

- (b) If an employee fails to comply with the foregoing provisions, the Union shall advise him by certified letter (with a copy to the Personnel/ Labor Relations Director) that, if he doesn't pay or arrange to pay his arrears within seven calendar days after receiving the letter, the Union will request the Employer to terminate his employment. If the employee has not complied by the end of the period the Union shall notify the Personnel/Labor Relations Director, who shall give the employee a further seven-day notice. If the employee has still not complied at the end of that period, he shall be removed from employment with the City of Fort Wayne, losing all seniority rights and other rights and benefits established by this Agreement.

- (c) The Union agrees to indemnify and hold the City of Fort Wayne harmless from any and all claims or rights of action which may be hereafter asserted by any person now or hereafter employed by the City and which arise out of the inclusion or enforcement of the provisions of this agency shop section.

Article III

Union Cooperation

- (a) The Union agrees for employees covered by this Agreement that they will individually and collectively perform loyal and efficient work and service, that they will use their influence and best efforts to protect the property of the City of Fort Wayne and its service to the public and that they will cooperate in promoting and advancing the City's program and the protection of its service to the public at all times.
- (b) The Union agrees that in no event whatsoever will any of the employees covered by this Agreement be permitted to cease the continuous performance of their duties in order to coerce the Employer in a dispute. If, nonetheless, any of the employees covered herein do cease work of their own volition, the Employer will be free to replace such employees and to obtain competent services to continue its normal operations.
- (c) The Employer agrees not to prevent the continuous performance by the employees of duties required in the normal and usual operation of the department. This shall not be interpreted to restrain the Employer from awarding contracts for work covered by this Agreement when, in the judgment of its management, greater efficiency or economy would result. However, if it is decided to contract out

any type of work covered by this Agreement, it is agreed that no employee having one year or more of seniority will be laid off.

Article IV

Non-Discrimination

The parties agree that there shall be no discrimination in employment opportunities because of race, creed, sex, national origin or age, as provided by the Title VII, of the 1964 Civil Rights Act, and the Age Discrimination in Employment Act of 1967. This Agreement applies to all existing employees and all applicants for employment with respect to: hiring, placement, upgrading, transfer or demotion, recruitment, advertising, solicitation of employment, treatment during employment, rates of pay or other forms of compensation, selection for training including apprenticeship, layoff or termination.

Article V

Management Rights and Responsibilities

Except as otherwise provided in this Agreement, the Employer, in the exercise of its functions of management, shall have the right to decide the policies, methods, fair work and safety rules, direction of employees, assignment of work, equipment to be used in the operation of the Employer's business, the right to hire, discharge, suspend, discipline, promote, demote, assign and transfer

employees and to release such employees because of lack of work or for other proper or legitimate reasons. The enumeration of the above management prerogatives shall not be deemed to exlude other prerogatives not enumerated which management may now have. The exercise of these rights by management shall not be used for the purpose of discrimination or injustice against members of the Union, recognizing that all employees are to be treated with fairness and justice.

The Union recognizes that the employer reserves the right to establish rules and or change existing rules affecting working conditions. The Union will be informed of the rules affecting working conditions within the month of the change if possible, but no later than the following month of the change. None of the foregoing Management's rights shall negate any other provisions of this contract.

Article VI

Grievance and Arbitration Procedure

The Employer and the Union recognize that, from time to time, grievance, disputes and complaints may arise over matters within the purview of this Agreement. Therefore, whenever the Union or any employee covered by this Agreement feels that the Employer has acted erroneously or improperly by

interpreting and applying any of the provisions of this Agreement, then the Union or the employee, within five (5) working days of the Employer's action, may invoke the provisions of this Article VI. The grievance shall be processed during regular working hours in the manner hereinafter set forth:

First Step. The aggrieved employee shall orally present his grievance individually to his immediate supervisor or he may, if he prefers, present his grievance jointly with his steward or other Union representative or solely through his Union representative. If the matter is not satisfactorily settled within five (5) working days, Saturdays, Sundays, and Holidays excluded, the grievance shall be moved on to the second step.

Second Step. The employee and the Union representative shall discuss the grievance with the Superintendent of the Department. If the matter is not satisfactorily settled within five (5) additional working days or within ten (10) working days from the beginning of the First Step, if this occurs later, then the employee, and/or the Union representative shall prepare and forward to the Third Step a signed statement specifying the grievance, the section or sections of the Agreement claimed to have been violated and the remedy the Union wishes the Employer to make.

Third Step. If the grievance has not been satisfactorily settled in Step Two, the appeal to Step Three must be made within ten (10) days from the receipt of the Step Two answer. The Union representative shall discuss the grievance with the Personnel/Labor Relations Director or his designated representative as soon as possible after appeal to this step. If the above procedure has been followed and the parties are still unable to settle the grievance, the Union shall within thirty (30) days following receipt of the employer's third step answer, notify the employer of the union's intent to arbitrate the dispute. In any of the foregoing steps, the time allowed for discussion, adjustment, or appeal to the next step may be extended by mutual agreement. Failure of the union or of employees to process the grievance to the next step within the time limit shall constitute a basis for the employer denying the grievance.

Upon request of the written notice by one party from the other, the parties will request from the Federal Mediation and Conciliation Service a panel of five (5) impartial arbitrators. Upon receipt of such a panel, the parties shall mutually agree which party shall strike the first name from the list provided. The remaining names after the first strike shall be eliminated by striking on an

alternate basis. The arbitrator whose name remains shall be deemed to be the arbitrator selected by mutual agreement of the parties.

The expenses and fees of the arbitrator shall be borne equally by the Employer and the Union. The arbitrator shall make a decision based upon the evidence which is submitted at the hearing. Each party shall bear its own costs for its preparation, attendance of its own representatives at the hearing including all witnesses, exhibits or any other matter which is the desire of the given party to bring to the attention of the arbitrator. The function of the arbitrator shall be of a judicial and not a legislative nature. He shall not have the authority to add to, ignore or modify any of the terms and conditions of this Agreement. Any decision rendered by the arbitrator must be in writing. The opinion must cite the article and section of the agreement on which he has based his decision. The decision of the arbitrator shall be final and binding on both parties.

Article VII

Union Stewards

- (a) The Employer recognizes the right of the Union to designate stewards and alternatives. The authority of stewards and alternates so designated by the Union shall be limited to and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of the Agreement.
2. The collection of delinquent dues, initiation fees and uniform assessments when authorized by appropriate Union action.
3. The transmittal of such information and messages as shall originate with and be authorized by the Union or its officers, provided such information and messages have been reduced to writing, or if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods or any other interferences with the Employer's business.

(b) The Employer shall have authority to impose proper discipline, including discharge, in the event the steward has taken unauthorized strike action, slow down or work stoppage in violation of this Agreement.

Article VIII

Hours of Work and Overtime

Section 1.

Regular Working Hours

(a) The regular working hours for employees of the Water Pollution Control Department (except for shift employees) shall be 7:30 a.m. to 4:00 p.m., Monday through Friday inclusive, with one-half hour for lunch (12:00 noon to 12:30 p.m., when

practicable). Regular working hours for shift employees shall be as set forth in departmental schedules.

- (b) Employees working away from headquarters at lunch time shall have the option of remaining at the job site to eat lunch or of leaving the job site to go to a restaurant or shelter. In the latter case, the total time away from the job, i.e., the lunch period plus the time spent in traveling from and back to the job, shall not exceed forty-five minutes.
- (c) The beginning and the ending of the day's work shall take place at departmental headquarters.
- (d) Forty hours shall constitute a week's work, with overtime to be paid after forty hours. Eight hours shall constitute a day's work. Any time worked over eight hours in any one day shall be paid for at one and one-half times the regular rate of pay. All regular employees shall be guaranteed eight hours per day and forty hours per week without any split shifts.*
- (e) A shift premium of twenty cents (20¢) per hour shall be paid for all the hours actually worked of a shift having 50% or more of the shift hours scheduled between 6:00 p.m. and 12:00 midnight; a shift premium of twenty-five cents (25¢) per hour shall be paid for all the hours actually worked of

*See Letter of Agreement at end of contract.

a shift having 50% or more of the shift hours scheduled between 12:00 midnight and 6:00 a.m.

Section 2. Overtime*

- (a) Except as may be otherwise provided by special schedules, all work performed by hourly paid, non-shift employees outside their regular working hours shall be paid for at one and one-half times the regular rate, except that double time shall be paid for work on Sundays. Time worked on Holidays shall be paid for as set out in Article XVIII.
- (b) As far as it is practicable, all overtime work shall be equally and impartially divided among the employees who generally work on the class of work being performed at the overtime rates. This provision shall not be interpreted to limit the Superintendent of the Water Pollution Control Maintenance Department in rescheduling work or temporarily transferring men or women to avoid overtime work, if possible.
- (c) An employee who is called back to work after he has been released from his regular day's work shall be paid either for the actual time worked at the applicable overtime rate or three hours at straight time, whichever is greater. Time will start when the employee is called; however, all time exceeding forty-five minutes between the time of the call and time of reporting for work shall not be paid for.

*See letter of Agreement at end of contract.

(d)

The Employer shall make available to employees who are required to work unscheduled overtime those meals which they would normally eat at home or which, because of their being called out for such work, they would not be able to provide for themselves. To this end, therefore:

1. When such overtime continues into or beyond designated meal time (the designated meal times for the Water Pollution Control Maintenance Department being 6:00 a.m. to 7:00 a.m., 12:00 noon to 1:00 p.m., and 6:00 p.m. to 7:00 p.m.), the employee shall at his request be furnished a hot meal at the expense of the Employer.
2. If such overtime is completed during a designated meal period, the employee shall eat the hot meal on his own time. If such overtime continues beyond a designated meal period or if less than five continuous hours of such work have been performed, the employee shall have one-half hour less overtime credited to compensate for the time used in eating.
3. If an employee is called out more than one hour immediately before his regular starting time on a regular scheduled working day and continues to work his regular scheduled hours, he shall be furnished a hot meal for the breakfast period and a hot meal for the lunch period.

- (e) In computing overtime for shift work, the overtime factor shall be applied to the base rate and the applicable shift premium payment then shall be applied. There shall be no pyramiding of overtime.
- (f) Employees, in the event an emergency is declared by the Mayor, or his designee, which impacts the majority of Civil City and City Utilities Departments and requires personnel from them will be compensated at their straight time hourly rate, plus \$2.50 added to this rate for all overtime hours. This special rate is to be received by all unions with bargaining agreements with the City and will provide equitable compensation for unusual and extraordinary need of City services by the community.

Article IX

Inclement Weather*

- (a) The Employer and the Union recognize that temperature, wind, or precipitation or varying combinations of these factors may produce weather conditions under which outside work becomes unsafe or causes unreasonable discomfort and, under such conditions, outside work should continue only in the event of an emergency. During such periods,

*See Letter of Agreement at end of contract.

the Employer may suspend outside work or assign employees to other less exposed work, either inside or outside.

- (b) The Union recognizes that the outside worker, in electing to follow outside work, accepts reasonable discomfort from precipitation, minimums of temperature and maximum of wind and that such reasonable discomfort should not justify suspension of work.
- (c) The Employer recognizes that when certain limits of temperature, wind velocity or precipitation are exceeded, outside work should be suspended or modified whenever possible.
- (d) Therefore, it is agreed that when the wind velocity is 20 mph. or more and the temperature is 15 degrees fahrenheit or lower; or when the temperature alone is 10 degrees fahrenheit or lower, outside work shall be suspended except for an emergency. As used in this section, an emergency shall be deemed to exist when continuity of a City service is threatened or interrupted, when City property is endangered or when public property, public health or public safety is endangered. (Note: The accumulation of snow or ice on City property, public property or recreational areas shall be deemed to endanger public safety.)
- (e) The Crew Foreman and the employees on his crew shall confer on borderline situations arising in

the field and attempt to reach an agreement. When controversies are not resolved they shall be immediately referred to the Superintendent for decisions.

Article X

Seniority

Section 1. Regular Employees

(a) Seniority, for the purpose of this Agreement, shall be considered in two aspects: Department Seniority, starting with the first day of employment in the Water Pollution Control Maintenance Department, and Job Seniority, starting with the first day of employment in a particular job classification.

(b) The seniority of an employee shall terminate under any of the following conditions:

1. When he is laid off for a period of more than one year.
2. When a laid off employee fails to give notice of his intention to return to work after seventy-two hours after the Employer has sent to his last known address a certified letter requesting his return. A copy of such letter will be sent to the Business Agent of the Union.
3. When he gives such notice but fails to return to work within one week after the aforesaid letter has been sent to him.

4. When he resigns his employment with the City of Fort Wayne.
5. When he is discharged for just cause.
6. When he violates the conditions of a leave of absence.
7. When he accepts a pension under the Public Employees Retirement Fund.
8. When he is absent for more than three days without advising his supervisor.

(c) All time off during any one calendar year in excess of thirty days for layoffs or leaves of absence respectively shall be deducted in computing years of service.

Section 2. Probationary Employees

(a) Any new employee hired shall be termed a probationary employee for a period of ninety days, during which time the Employer can release such employee without giving cause. If an employee is transferred from another Department of the City of Fort Wayne to the Water Pollution Control Maintenance Department, there shall be a thirty-day probationary period during which the Employer can release the employee without giving cause.

(b) Upon completion of the applicable probationary period, the employee shall be placed on the seniority list as a regular employee and immediately credited with the seniority and service which accumulated during the probationary period.

Section 3. Layoffs*

- (a) Employees laid off because of lack of work shall be laid off in the reverse order of their seniority in the Department. The employees so affected shall in order of their departmental seniority be entitled to jobs in any classification in which they have the necessary qualifications as determined by the Employer, however, the employee(s) shall be given 30 days to qualify on the job(s). The employees in the classification consequently displaced shall be entitled to a similar preference.
- (b) In the event of a layoff, such employees who are to be laid off will be given a two week notice of lay off or if the city fails to give the two weeks notice, the city will give the employee two weeks pay (80 straight time hours) in lieu of such notice.

Article XI

Discharge

- (a) The Employer shall not discharge any employee covered by this Agreement without just cause. Before any discharge is in order, the Employer shall have given the employee at least one written warning notice with copies forwarded to the Union and the Personnel/Labor Relations Director.

*See Letter of Agreement at end of contract

- (b) However, such warning notice shall not be necessary when the discharge is for a grave offense such as proven dishonesty or violation of the Employer's rules covering the use of intoxicating liquors or intoxicating substances which rules:
1. Prohibit consumption of intoxicating liquors or substances while on duty.
 2. Prohibit bringing intoxicating liquors or other substances on the Employer's premises or carrying them in the City's vehicles.

Article XII

Promotions

- (a) Promotions to jobs covered by this Agreement shall be made so that the most senior qualified man or woman is promoted.
- (b) When a job covered by this Agreement is to be filled, the Employer shall post notices to that effect on its bulletin boards for a period of not less than five working days and shall invite bids for the vacancy. Any employee, whether actively working or laid off, shall have the right to submit a bid for the job.
- (c) Before forwarding to the Personnel/Labor Relations Director his recommendation for filling the vacancy, the Superintendent of the Department may discuss with the Union Committee the qualifications of those employees who bid on the vacancy.

- (d) Within three working days following the end of the bidding period, the Superintendent shall make the award to the successful bidder.

Article XIII

Transfers

- (a) If an employee is temporarily transferred for two or more hours to a job having a higher rate of pay, he shall receive the higher rate of pay for the entire day. If this higher rated job has wage time steps, he shall normally first enter that job on the first step and shall accumulate credit for time spent on that job, he shall receive either his own rate or the rate of the step he enters, whichever is greater.
- If an employee refuses a temporary transfer to a higher classification, either on overtime or straight time, he will sign a form stating that he has refused the temporary upgrading. After this process is completed the employers shall offer the temporary upgrading to him when the upgrading is available even if it occurs the very next day.
- (b) If an employee is temporarily transferred to a job having a lower rate of pay, he shall not suffer a reduction in his rate of pay.
- (c) Working foremen shall not be used as truck drivers except in emergencies.
- (d) If an employee is permanently transferred to another job, he shall receive the rate of pay for the job to which he is transferred.

- (e) If an employee holding a job covered by this Agreement is transferred, promoted or appointed to a job within the City of Fort Wayne not covered by this Agreement, he shall, upon the expiration of that job or of his tenure in that job, be restored to his former position or, if such position has been eliminated, to a job in the highest classification attained prior to holding such eliminated position, with all the seniority and rights accumulated during his absence. Other employees in the bargaining unit agree to any demotions necessary to make room for him.

Article XIV

Sick and Accident Leaves

- (a) Beginning with hire date, a regular employee shall accrue paid sick and personal accident leave at the rate of two and thirty-one hundredths (2.31) hours per week of full employment. The meaning of full employment for sick accrual shall mean, beside all time worked, any time off such as vacation, holidays, etc. and any approved time off such as doctor's appointments, being late for good and sufficient reasons as snow storms, etc. Employees shall accrue two and thirty-one hundredths (2.31) hours per week for each week of employment in which the employee is in a pay status for such week, but will not accrue for such week if said employee shows there is evidence of a

pattern of sick leave abuse. In no instances will sick time be accrued for full weeks of personal sick absence or occupational accident, leaves of absence, layoff, disciplinary layoff, or time off not approved by the City. Sick pay will not be granted until completion of the 90 day probationary period. Sick leave shall be cumulative and carried over from year to year with no maximum limit of accumulation.

- (b) If a regular, hourly rated employee is absent from work because he is disabled for more than one (1) of his consecutive scheduled working days, then beginning with the first day of absence from work, the employee shall be entitled to sick leave allowances, payable for the duration of that disability or until his sick leave credit is exhausted. Any employee who reports for work as scheduled and is sent home because of illness while at work shall be entitled to sick leave allowances for the remainder of the shift until his sick leave is exhausted.

- (c) When sick and accident leave allowances are being paid to an employee as a result of an on-the-job injury, any daily or weekly benefits paid him under the Workmen's Compensation Act shall be made over by him to the City of Fort Wayne. If a third party is judged liable or accepts liability for such injury and makes a settlement with the

employee for time lost, the amount of such settlement, up to the amount actually paid to the employee by the Employer, shall also be remitted to the City. If the absence from work of such injured employee continues beyond the sixty working days provided in paragraph (1) so that any further allowances paid by the Employer are charged to the employee's accrued sick leave, then the hours equivalent to any benefits received for such additional period from Workmen's Compensation and/or a third party shall be restored to his accrued sick leave upon his remitting such monies to the City of Fort Wayne. Any benefits paid this employee under a personally financed insurance policy and any third-party benefits paid for an injury not connected with the employee's job shall be exempt from the foregoing provisions.

(d) If an employee retires, any sick leave credit to which he may be entitled shall terminate on the day preceding the day on which he retires.

(e) If an employee becomes ill or is injured while on vacation, the scheduled vacation time shall be counted as vacation; if the disability continues beyond the scheduled time of vacation, the sick leave allowances (if any) shall begin on the first consecutive scheduled working day after the end of the scheduled vacation.

- (f) If an employee is laid off, any sick leave allowances to which he may be entitled shall terminate upon the effective day of the layoff if the employee is notified of the layoff prior to the beginning of the disability. If the notice of layoff is given after the employee becomes disabled, the employee shall be entitled to sick leave allowances for the duration of that disability.
- (g) In the event an employee has been granted a leave of absence of more than thirty calendar days and he becomes disabled before the effective date of the leave, any sick leave allowances to which he may otherwise be entitled shall cease upon the effective date of the leave. If an employee becomes disabled while on any such leave of absence, he shall not be entitled to any sick leave allowances for that disability.
- (h) To be entitled to any sick and accident leave allowances hereunder, the employee with respect to each disability shall:
1. Be a regular employee.
 2. Have sick leave credit when he becomes disabled.
 3. Have reported the cause of his absence before the end of the first scheduled working day of absence.

4. Promptly present a physician's certification that he is disabled, if requested by the Employer.

5. Promptly adopt such remedial measures as may be commensurate with his disability and permit such reasonable examination and inquiries by the Employer's medical representatives, as, in the Employer's judgment may be necessary to ascertain his condition.

(i) An employee on sick leave shall notify his supervisor as far in advance as possible of the day on which he intends to return to work. If he returns without so notifying his supervisor and if such return would result in extra costs and inconvenience due to rescheduling work, the employee may be sent home without pay for that day.

(j) Employees claiming absences charged to sick leave shall have the responsibility to furnish reasonable explanation of any paid absence to the Employer. In addition thereto, where there is evidence of a pattern of sick leave abuse the Employer shall have the right to require a medical certificate for any absence claimed as sick leave until such time as the pattern of abuse no longer exists.

(k) No paid sick leave shall be allowed for illness or injury caused by willful violence or as a consequence of working for compensation outside the City of Fort Wayne.

- (l) If the disability of a regular employee is caused by injury occurring in the course of employment with the City of Fort Wayne, the employee shall be paid from the first regularly scheduled working day of such absence and the first sixty scheduled working days of absence shall not be deducted from his accumulated sick and accident leave.
- (m) Any overpayment of sick and accident leave allowances because of an error or mistake in determining eligibility or a later discovery of relevant material facts, such as the applicability of any of the exclusions set out in paragraph (k), shall be deemed an advance to the employee and the amount thereof, upon discovery of such overpayment shall be immediately due and payable by the employee to the Employer. In like manner, any sick and accident leave allowances for an on-the-job injury covered by other payments from time off from Worker's Compensation and/or from a third party as set out in paragraph (c) above shall be deemed an advance and the amount thereof shall be due and payable by the employee to the Employer upon his receipt of such other payments.
- (n) Any claim for paid sick or accident leave shall be for legitimate personal illness or injury only. If an employee makes a false claim or otherwise abuses the privileges herein established, he shall be subject to one-week layoff for the first offense and discharge for any subsequent offense.

- (o) Paid sick leave shall be defined as the wages paid to an hourly rated employee covered by this Agreement in satisfying the terms of this Article XIV; however, payments made for occupational injuries shall be excluded.
- (p) Income protection insurance will be provided for the life of the contract and employees to be eligible must have been on the payroll and at work on the first day of the new year. If any such employee was not at work on the first day of the year such employee's eligibility will start upon his first day of returning to work; new employees hired after the first of the year shall not be eligible until completion of the 90 day probationary period. Benefits are to start after an employee has been off on either accident or sickness for at least 14 days. They will start on the 15th day and will pay 65% of employee's weekly salary up to \$250 per week; for a period of 26 weeks.
- If an employee receives his normal weekly salary because of accumulated sick hours with the City during the period he is receiving benefits from the insurance carrier, he shall endorse checks back to the City until such time as accumulated sick benefits have been exhausted.

Article XV

Notification of Absences

- (a) When reasons beyond an employee's control (such as emergency, medical or other critical or serious circumstances) cause an employee to anticipate being late or absent from work, he shall give notice as far in advance as possible to his supervisor.
- (b) If he does not have just cause for failing to give notice, he shall be subject to disciplinary action, including discharge for the most severe cases.

Article XVI

Examinations

- (a) Physical, mental or other examinations required by the Employer shall be promptly complied with by all employees; the Employer shall pay for all such examinations. It shall not pay for any time spent in the case of applicants for jobs.
- (b) The Employer reserves the right to select its own medical examiner or physician; however, the Union may, if it believes an injustice has been done an employee, have said employee reexamined at the Union's expense.

Article XVII

Vactions/Personal Time

- (a) After completing his first six months of continuous service, a new employee shall receive one

week of paid vacation in the current calendar year. After completing his first twelve months of continuous service, he shall receive two weeks of paid vacation in the current calendar year. In no such case, however, shall he be eligible for more than two weeks of paid vacation in one calendar year.

- (b) During the subsequent years of continuous service, the employee shall receive two weeks of paid vacation in the current calendar year. However, during the calendar year in which he completes seven or more years of continuous service, he shall receive three weeks of paid vacation in the current calendar year and during the calendar year in which he completes fifteen or more years of continuous service he shall receive four weeks of paid vacation in the current calendar year and during the calendar year in which he completes twenty or more years of continuous service he shall receive five weeks of paid vacation in the current calendar year.

- (c) In addition, each employee with twenty-five or more years of continuous service shall receive during each calendar year upon at least twenty-four hours notice one day of paid personal leave.

- (d) Vacations must, in general, be taken in the calendar year in which they fall due. No paid vacation shall be carried over to another year unless

- approved in advance by the Personnel/Labor Relations Director for reasons of mutual convenience.
- (e) When a paid holiday occurs during an employee's vacation, the Superintendent of the Water Pollution Control Maintenance Department shall have the option of offering such employee either an additional day of paid vacation to be taken at a time agreeable to the Superintendent or an additional day's pay. The Employer shall notify the employee of its choice of these alternatives before his vacation leave begins.
- (f) If an employee is called back to work on one or more of the days for which he is receiving vacation pay, he shall be paid an extra time and one-half for all hours worked within his regular scheduled hours and double time for all hours worked outside such hours on such day or days. Any time worked on a day for which he is not receiving vacation pay shall be paid for according to the standard overtime provisions of Article VIII.
- (g) In order to avoid disrupting the working schedule, the Employer shall designate the vacation periods. When setting the schedule of vacations, the Employer shall respect the wishes of its employees in the order of their seniority as far as the needs of its service will permit. The normal vacation period shall begin on January 1st and end

on or about December 15; however, a vacation may be taken during the second half of December if arrangements are made prior to July 1st of the current year.

- (h) When an employee with more than twelve months of continuous employment leaves the service of the Employer, an adjustment in his final pay shall be made for vacation accrued (to the nearest half day) but not taken or for vacation taken before being fully accrued.
- (i) However, if an employee voluntarily terminates his employment, no adjustment shall be made for vacation time accrued but not taken unless the employee has given the Employer a minimum of two weeks of notice.
- (j) In the event of the death of an employee who has earned but not used his vacation for the contract year in which death occurred, his beneficiary or estate shall receive an amount equivalent to his earned vacation plus prorated vacation for the year in which the death occurs.
- (k) Separate and independent of vacation and sick leave allowances, employees under this Agreement shall receive two (2) days personal time each calendar year commencing with the completion of one (1) year's service.
- (l) Personal time will be taken separately from any vacation time, and must be approved by management

at least one (1) working day prior to the request for such personal day. In case of emergency as determined by Department Head, one (1) working day notice may be waived.

- (m) A vacation week is defined as beginning 12:01 a.m. on Sunday and ending at midnight on the following Saturday, with forty hours straight time pay per week of vacation.

ARTICLE XVIII

Holidays

- (a) Holidays, within the meaning of this Agreement, shall be:

New Year's Day	Labor Day
Martin Luther King's Birthday	Veteran's Day
Presidents Day	General Election Day
Good Friday	Thanksgiving Day
Primary Election Day	Friday after Thanksgiving
Memorial Day	Day before Christmas Day
Independence Day	Christmas Day
	Day before New Year's Day

or days celebrated for the foregoing. Holidays falling on Sunday shall be celebrated on the following Monday. Holidays falling on Saturday shall be celebrated on the preceding Friday.

- (b) Each hourly-rated employee covered herein, subject to the limitations of the following paragraphs (c) and (f), shall be allowed as holiday pay the equivalent of his regular straight time pay for each of the holidays recognized in this Agreement, whether such holiday falls on his regularly scheduled work day or not.

- (c) The aforesaid holiday pay shall not be allowed to an employee who is absent from work on the scheduled work day previous to or following the holiday unless a reason satisfactory to the Employer is given.
- (d) If an employee works his regular shift on a holiday, his holiday pay shall include any shift premium applicable to the shift being worked; he shall receive, in addition to his holiday pay, one and one-half times his regular straight time pay (plus any applicable shift premium) for the hours actually worked.
- (e) All other time worked on holidays shall be paid for at double the straight time rate of pay.

Article XIX

Special Leaves

Section 1. Leaves of Absence

- (a) A maximum of thirty (30) calendar days leave of absence for good cause without pay in any calendar year may be granted to an employee for reasons other than illness and recuperation therefrom with the written approval of the Superintendent and Personnel/Labor Relations Director, provided the employee can be spared from work. Extensions of leave, up to six (6) months, may be granted with the written approval of the Personnel/Labor Relations Director of the City of Fort Wayne. Subsequent extensions may be granted by approval of the

Personnel/Labor Relations Director or his designated appointee. While on such leave the employee shall not be deemed to have forfeited his seniority or rights.

- (b) The terms and conditions of each leave of absence granted shall be written out in triplicate; one copy shall be retained by the Employer, one shall be given to the employee granted the leave and one shall be forwarded to the Union for its information and records.

- (c) In the case of absence of over thirty calendar days, employees shall be permitted to return to work only if they are physically qualified to do so. If they remain away more than six months or if they accept employment elsewhere while on such leave without the written consent of the Employer, their employment and rights with the City of Fort Wayne shall be deemed to have been terminated. Any such leave taken under this section shall be without pay.

- (d) Each request for leave shall be considered on an individual basis and shall be granted or refused according to the Employer's judgment of its merit.

- (e) Pregnancy leave is to be treated the same as any other illness. Accrued personal sick time may be used as needed. In the event all sick time is exhausted, a Leave of Absence should be granted so that the group insurance benefits may be extended

and all seniority rights protected. Arrangements to pay the insurance premium while on leave should be made with the Payroll Department.

The affected employee's ability to perform the necessary duties will be determined by the attending physician and/or the City physician. When she is unable to perform her assigned duties, personal sick time accrued will be paid.

- (f) Employees exceeding the thirty (30) day regular, illness or maternity leave who elects to return to work and is physically and contractually qualified, will bump the employee having the least seniority, provided the affected employee has the qualifications to perform the job. If the employee returning from such leave of absence doesn't qualify for such job he will be laid off. The employee no longer required shall be laid off.

Section 2. Leaves for Union Business

- (a) Employees called upon to transact for the Union with the City of Fort Wayne, business which requires them to be absent from duty with the Employer shall, upon twenty-four hours application and with the proper permission, be granted the necessary time off.
- (b) Employees who handle grievances or complaints shall not suffer any loss of regular pay for the time spent in processing such grievances or complaints.

- (c) Employees who serve on the Union Negotiation Committee shall be paid their regular base pay for the time spent in bargaining the terms of a new agreement. The maximum that will be paid per session shall be a regular scheduled days pay of eight (8) hours. Not more than four such employees shall be excused from their duties at any one time.
- (d) Any employee elected or appointed to an office in the Union that will require him to be absent from duty with the Employer shall, at the end of his term of office, be reinstated in his former position or, if such position has been eliminated, in a job in the highest classification attained prior to holding such eliminated position with all the seniority and rights accumulated as of the time he left the Employer to take over Union duties. On his return, other employees shall consent to the demotions necessary to make room for him. He shall not be paid by the Employer during his absence.

Section 3. Death Leave

- (a) In the case of death in an employee's immediate family (meaning (1) his parents, mother-in-law, father-in-law, spouse or children or (2) any relative mentioned in paragraph (b) hereof who lives in the same residence as part of the same household) he shall receive upon request three (3)

consecutive scheduled work days off, without the loss of regular pay, for the purpose of attending the funeral and fulfilling other customary duties.

- (b) If an employee attends the funeral of his brother, sister, grandchild, grandfather, grandmother, brother-in-law, son-in-law, sister-in-law, or daughter-in-law who is not covered in paragraph (a) above, he shall not suffer a loss in his regular pay for such day.

Section 4. Jury Leave

- (a) Employees absent from their duties with the City because of jury duty shall receive the difference between their base pay and the payment received for the period of jury service upon the presentation of proper evidence.

Section 5. Military Leave

- (a) Regular employees covered by this Agreement who serve this Country in a military capacity shall be reemployed under the provisions of the Selective Service Act of 1948 and subsequent amendments and acts. An employee, as part of his military obligation, attending a two week summer field training session shall be paid the difference between his base pay from the military and his normal wages from the City for a period up to but not more than two weeks per calendar year.

Article XX

Retirement

- (a) Employees shall be retired on or before December 31 of the Calendar Year in which they reach the age of 70.
- (b) Severance pay shall be granted to employees who retire under the terms of any of our recognized retirement programs. These programs shall include the Public Employee's Retirement Fund and the Social Security Program. Eligibility for Severance pay shall be restricted to employees with a minimum of five consecutive years of service under the terms of this agreement immediately prior to retirement. An employee's severance pay benefits shall be computed at the rate of \$8.00 for each eight hours of accumulated sick leave credited to the employee just before his retirement. In the event of an employee's death, his accumulated sick time shall be paid at the rate of \$8.00 for each 8 hours accumulated to the employee's beneficiary.

- (c) Pension Fund

All bargaining unit employees shall be covered by the Public Employees' Retirement Fund of Indiana (PERF) and will be credited with all prior service with the employer whether previously covered by PERF, Municipal Utilities Pension Fund (MUPF), or no pension plan. Employees with broken service will be credited for past service on a cumulative

basis provided no withdrawals of contributions have been made, the Administrator of the PERF Plan shall determine whether periods of service for which a withdrawal was made will be credited and the conditions which must be met in order to receive such credit.

In cases where previous service was credited under MUPF and refunds were made from that Plan, broken service for which a refund was made will not be credited unless affected employees repay to the City Utilities the amount refunded by MUPF.

- (d) Employees who retire under the terms of any of our recognized retirement programs with a minimum of five consecutive years of service shall be eligible to participate in the current retiree's group health plan at the rate determined by the carrier.

Article XXI

Safety Practices

- (a) If an employee neglects to follow the safety practices established by the Employer for the work he performs, (including the proper use of Protective Equipment supplied by the City), he shall, after proper warning, be subject to disciplinary action.
- (b) The Employer shall pay one-half toward the cost of safety shoes, (limit of two pair a year) and the Employer shall also pay one-half toward the cost of one pair of industrial safety glasses as

approved by the Safety Department with receipt of purchase (limit of one pair a year). The Employer will not pay any cost incurred by or in connection with a prescription that may be needed to acquire safety glasses. If the safety glasses are broken in the work area, when working, the Employer will replace them at the entire cost to the Employer.

- (c) Both the Employer and the employees covered by this Agreement recognize that, as owners and operators of motor vehicles, they share legal and moral obligations to the public to see that such vehicles meet minimum safety requirements. Therefore, any employee who detects a mechanical fault or other unsafe condition in any vehicle or other property of the City of Fort Wayne shall forthwith inform the proper Supervisor, who shall make a fitting examination of the equipment in question. When a fault thus verified involves the braking or steering mechanisms and is of a nature to make the equipment unsafe for street use, then such equipment shall be taken out of service until the fault is corrected.

- (d) The Employer agrees to provide uniform rental service for the appropriate employees.

Article XXII

Insurance Coverage

- (a) The employer agrees that Group, Hospital, Surgical, and Health Insurance shall be extended

to all bargaining unit employees and will remain in full force and effect for the life of this Agreement at a cost of \$96.00 per year per employee, regardless of whether coverage provided is for individual, individual and spouse, individual and children, or individual and family, and will remain in full force and effect for the life of this Agreement, except that none of the above said benefits shall be applicable under the conditions of Article XXII, under section (d).

(b) Each employee who holds a City Group Hospital, Surgical, and Health Insurance Policy shall be extended a Group Life, Accidental Death, Dismemberment and loss of Sight Policy at the amount of \$15,000.00 and will remain in full force and effect for the life of this Agreement except that none of the above said benefits shall be applicable under the conditions of Article XXII, section (d).

(c) Each employee who retires under one of the programs under paragraph (c) of Article XX, and who has at least eight (8) years of continuous service at retirement shall receive a \$5,000.00 Life Insurance Policy for the rest of their life.

(d) Termination of Insurance:

All Hospital, Surgical, Health, and Life Insurance Policies will terminate for the following reasons:

1. Termination of Employment
2. Thirty (30) days after date of layoff
3. Employees on legitimate regular, illness, or Maternity leave of absence will be covered under the City Insurance Plans for thirty (30) calendar days.

In case of illness leave this will not apply until after all accrued sick leave is exhausted.

If the employee elects to extend such Insurance coverage beyond the thirty (30) calendar day coverage, he may do so by contacting the Payroll Department and arrange to pay the full insurance premium at the existing rate at the time of, and any rate changes that may occur during the leave of absence.

4. Strike or slow down.

- (e) Coverage for New Employees' shall begin with the first day the employee works following completion of thirty (30) days of employment.

Article XXIII

Separability and Savings

- (a) If any article or section of this Agreement or of any riders thereto should be held invalid by operation of law, or by any tribunal of competent jurisdiction or compliance with or enforcement of any article or section should be restrained by such tribunal, pending a final determination as to

its validity, the remainder of this Agreement or of any rider thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has restrained shall not be effected thereby.

- (b) If any article or section is held invalid or enforcement of or compliance with has been restricted as above set forth, the parties shall enter into immediate collective bargaining negotiations, upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint.

C.T.H. #414

Water Pollution Control Maintenance

Schedule A

Effective January 1, 1986, the wage schedule for the different classifications of work is as follows:

Senior Sewer Repairman	\$8.225
Combination Repairman & Truck Driver	8.107
Senior Combination Repairman & Truck Driver	8.225
Night Investigator*	8.142
Vactor Operator	8.710
Sewer Jet Flusher	8.710
Backhoe Operator	8.710
Hydraulic Sewer Rodder	8.710
Utility Construction Man	9.126
Working Foreman	9.126
Special Investigator	8.882
Janitor	6.722
Temporary Student Laborer	5.979
TV Truck Serviceman	8.710
TV Truck Assistant	8.225
Sewer Repairman - First 3 Months	7.805
4 thru 9 Months	7.906
Over 9 Months	8.007
Clerk Typist - First 3 Months	6.792
4 thru 9 months	6.916
10 thru 15 months	7.050
Over 15 months	7.751

*Shift premium will be paid for shift hours actually worked.

NOTE: When employee is assigned to construction work, an additional twenty-five cents (25¢) per hour will be paid.

LETTER OF AGREEMENT
Between
The City of Fort Wayne, Indiana
And
Chauffeurs, Teamsters and Helpers
Local Union No. 414

Reference: Layoff Procedure for 1983

This letter of agreement which is necessitated by the foreseeable lack of available work, some of which may be caused by inclement weather, shall be in effect from January 1, 1983 through December 31, 1983 and may be extended by mutual agreement between the City and the Union. All other provisions of the master contract, not specifically mentioned in this letter, shall remain in full force and effect for the duration of this Agreement.

- A. For the length of this agreement the normal layoff notice of two weeks, or pay in lieu of such notice, does not apply.
- B. To effect these reductions-in-force, employees shall be offered, by department seniority, the option of filling one of the remaining classifications at the prevailing rate of pay for that classification, or to exercise one of the options listed in (C), below.
- C. Once the remaining classifications have been filled as provided in (B), above, those employees to be laid-off will have a one time option to either accept a regular layoff, or remain off work and accept a forty (40) hour check at their straight-time rate of pay, while agreeing to repay the City those hours paid while in this status, as provided in (D), below.
- D. Those employees remaining off work and accepting the forty (40) hour paycheck as provided in (C), above, shall repay the hours paid in this off-work status to the City as follows:

When recalled, each employee will repay the City the hours paid while off work (40 hours per week) with all hours worked in excess of eight (8) hours per day, or forty (40) hours per week. Any employee not owing the City hours will be paid the applicable premium rate for all hours worked in excess of eight (8) hours per day, or forty (40) hours per week.

- E. Employees who are repaying hours to the City shall not be required to work in excess of twelve (12) hours per day Monday through Friday, or six (6) hours on Saturday, and shall not be required to work on Sundays or Holidays. However, employees may voluntarily work in excess of the above hours. Overtime will be offered according to seniority within the group of employees repaying hours to the City first, then existing equalization of overtime procedure will apply.
- F. Those who are off work will call the department between 12:00 noon and 4:00 p.m. each Friday to receive "work" or "no work" instructions for the following week. During the week, if a project becomes available that requires additional employees, the department will call employees, according to seniority, to get the number of employees needed for such project, with the exception of the following:

Three (3) T.V. Truck positions will be filled as Federal Funds are available to fund these positions. One position, (Cameraman), will require recalling specifically qualified employees, the other two (2) positions will be offered according to seniority. (Note: The T.V. Truck must actually operate before the City can receive Federal Funds to pay for these positions.)
- G. Construction employees will receive the premium pay, 25¢ per hour, for hours worked in excess of eight (8) per day or forty (40) per week along with the 25¢ per hour for their normal eight (8) hours per day, or forty (40) hours per week that they actually work.
- H. All benefits within the master contract will be provided, as if the employee is working, for all employees who are off work and receiving a weekly paycheck from the City. Those employees accepting a regular layoff will only have their insurance paid for thirty (30) days after the layoff begins, with no other benefits paid or available.
- I. When a restoration of the workforce occurs, and the laid-off employees return, all displaced employees will return to their regular bid job and their regular rate of pay.



The City of Fort Wayne

Recognition Agreement

WHEREAS: The City of Fort Wayne, Indiana, has recognized that the Chauffeurs, Teamsters and Helpers Local Union No. 414 represents a majority of the employees in the below-described unit, and

WHEREAS: The Unit covers all employees in job classifications listed in Schedule A of the Agreement,

THEREFORE: Be it resolved that this Agreement shall become effective on the 1st day of January, 1986, and shall remain in full force and effect through the 31st day of December, 1988.

FOR THE CITY:

Win Moses, Jr.
Mayor

David J. Kiester
David J. Kiester
Director of Public Works

Cletus R. Edmonds
Cletus R. Edmonds
Director of Labor Relations

John C. Moran
John C. Moran
Superintendent, W.P.C.M.

FOR THE UNION:

Kenneth L. Henry
Kenneth L. Henry
Business Agent

Gary D. Merriman
Gary D. Merriman
Steward/Committee Member

Jeffrey A. Morris
Jeffrey A. Morris
Alt. Steward/Committee Member

Walter A. Lytle
Walter A. Lytle
Secretary-Treasurer



BILL NO. S-86-07-01 (as amended) (to amended)

REPORT OF THE COMMITTEE ON (COMMITTEE OF THE WHOLE)
PUBLIC RELATIONS

WE, YOUR COMMITTEE ON (COMMITTEE OF THE WHOLE)
PUBLIC RELATIONS TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) fixing the salaries of
each and every appointed officer, employee, deputy assistant,
departmental and institutional head of the CivilCity and City
Utilities of the City of Fort Wayne, Indiana for the year 1987

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)
(~~RESOLUTION~~)

YES

NO

JAMES S. STIER
CHAIRMAN
JANET G. BRADBURY
VICE CHAIRWOMAN

BEN A. EISBART

CHARLES B. REDD

DONALD J. SCHMIDT

THOMAS C. HENRY

MARK E. GiaQUINTA

PAUL M. BURNS

SAMUEL J. TALARICO

CONCURRED IN _____

SANDRA E. KENNEDY
CITY CLERK